PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, NOVEMBER 17, 2015 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **PRESENTATIONS:**

A.	Presentation of the City of Globe Public Service Answering Point closure and transition of dispatch services to the Gila County Sheriff's Office. **(Debra Williams)**	Presented

3. **PUBLIC HEARINGS:**

A.	Information/Discussion/Action for the public sale of a portion of Canal Street as shown on Official Map No. 45 and to accept a bid in the amount of $145.00 from Clyde Elmer for that portion of Canal Street adjacent to parcel 207-07-028D. **(Steve Sanders)**	Sold

4. **REGULAR AGENDA ITEMS:**

A.	Information/Discussion/Action to approve Intergovernmental Agreement No. C-50-16-008-M-00 between Maricopa County and Gila County regarding the use of Maricopa County's Sheriff's Office Basic Training Academy for the period of June 29, 2015, through June 30, 2018. **(Mike Johnson)**	Approved

B. Information/Discussion/Action to approve Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office to accept the regional DUI vehicle that will be utilized by all law enforcement agencies in Gila County for DUI enforcement whereby the Sheriff's Office fleet will be increased by one vehicle to accommodate the DUI vehicle. **(Johnny Sanchez)** — Approved

C. Information/Discussion/Action to approve Intergovernmental Agreement No. 041015-1 whereby the Gila County Sheriff's Office shall continue to provide law enforcement services to the Town of Star Valley for the period of July 1, 2015, through June 30, 2016, with compensation in the amount of $383,273. **(Adam Shepherd and Jeff Hessenius)** — Approved

D. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS16-110815) between the Arizona Department of Health Services and Gila County Health and Emergency Services in the amount of $95,517 a year to implement a prescription drug overdose and prevention program in Gila County for the period of September 1, 2015, through August 31, 2020. **(Michael O'Driscoll)** — Approved

E. Information/Discussion/Action to select the firm of Election Systems & Software for the future purchase of voting equipment to be utilized at vote centers, precinct polling sites, Gila County Recorder's Office, and Gila County — Selected

Elections Department, and further to instruct staff to negotiate the purchase for a not to exceed amount of $395,000. **(Eric Mariscal)**

F.	Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to abandon a portion of Elaine Way, which is adjacent to Lot 9 Christopher Creek Haven Plat Five, an area of Payson. **(Steve Sanders)**	Accepted
G.	Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to abandon a portion of W. Cocopah Lane, which is adjacent to Lot 14 Geronimo Estates Unit One, an area of Payson. **(Steve Sanders)**	Accepted
H.	Information/Discussion/Action to approve Professional Services Contract No. 041515-7 in order to retain the services of Steven E. Burk, Attorney, for the period of July 1, 2015, through June 30, 2016; who assists the Superior Court in Gila County as a public defender on an annual basis. **(Kendall Rhyne and Jeff Hessenius)**	Approved
I.	Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 103015-1) between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to $21,500; and, further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**	Approved

J.	Information/Discussion/Action to adopt Resolution 15-11-02 regarding the 2016 legislative priorities and to authorize the Chairman's signature on letters to be mailed to state legislators requesting consideration and support of legislative priorities which are outlined in the resolution. **(Don McDaniel)**	Adopted

5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

A.	Approval of an application submitted by the Gila County Gem & Mineral Society, Inc. (Society) to waive the rental fees for the use of the Exhibit Hall at the Fairgrounds for the Society's annual Gem & Mineral Show to be held on January 15-17, 2016, and not waive the security fees.	Approved
B.	Approval of an application submitted by the Gila County Cattle Growers Association (GCCGA) to waive the rental fees for the use of the Exhibit Hall at the Fairgrounds for GCCGA's Holiday Dinner-Dance and Salute to Ranching to be held on December 5, 2015, and not waive the security fees.	Approved
C.	Acknowledgment of Tom Sexton's resignation from the Pleasant Valley Fire District Board of Directors and the appointment of Stan Marshall to fulfill Mr. Sexton's unexpired term effective September 16, 2015, through December 31, 2018.	Acknowledged

D.	Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Health and Emergency Services Division and the Arizona Department of Health Services which amends the price sheets for the Women, Infants and Children Program and the Breastfeeding Peer Counseling Program for the contract period of October 1, 2015, through September 30, 2016.	Approved
E.	Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Health and Emergency Services Division and the Arizona Department of Health Services which amends the price sheet for the Commodity Supplemental Foods Program and the Senior Farmers' Market Nutrition Program for the contract period of October 1, 2015, through September 30, 2016.	Approved
F.	Approval of Amendment No. 1 to Contract No. 01142015 between the Arizona Community Action Association and Gila County Community Services Division which provides a total of $3,965 of additional Southwest Gas Energy Share funds and extends the contract date to June 30, 2016.	Approved
G.	Approval of a HOME Program Close-Out Report for Arizona Department of Housing Owner Occupied Housing Rehabilitation Contract No. 309-13 which will successfully end the contract and ensure that Gila County Housing Services has met all requirements of said contract.	Approved

H.	Approval of a Memorandum of Agreement between Arizona Community Action Association and Gila County Community Services to receive a one-time lump sum of $7,539 to cover the costs incurred by Gila County Community Services in the operation of the CAP60 case management software.	Tabled
I.	Approval of Amendment No. 6 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to $27,150 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor contract revisions.	Approved
J.	Approval of Amendment No. 3 to a Weatherization Low-Income Assistance Agreement (Contract No. EW-ESA-14-4181-02) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to $30,547 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor contract revisions.	Approved
K.	Approval of Amendment No. 5 to a Weatherization Low-Income Assistance Agreement (Contract No. LW-ESA-12-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to $89,826 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor	Approved

contract revisions.

L.	Approval of the Rental Housing Bridge Subsidy Program Agreement - Close-out Version between Health Choice Integrated Care, LLC and Gila County dba Gila County Public Housing Authority, which will allocate funds in the amount of $27,090 to be used to help Gila County residents who meet the program qualifications for the period of October 1, 2015, through June 30, 2016.	Approved
M.	Approval to appoint the following individuals to the Gila County Board of Health for a term of office beginning November 17, 2015, through December 31, 2019: Lance Porter, M.D., Linda Scoville, Denise Hansen and Rick Heron.	Appointed
N.	Acknowledgment of the September 2015 monthly activity report submitted by the Globe Regional Constable's Office.	Acknowledged
O.	Acknowledgment of the September 2015 monthly activity report submitted by the Payson Regional Constable's Office.	Acknowledged
P.	Acknowledgment of the September 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.	Acknowledged
Q.	Acknowledgment of the September 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.	Acknowledged

R.	Acknowledgment of the August 2015 monthly activity report submitted by the Recorder's Office.	Acknowledged
S.	Acknowledgment of the September 2015 monthly activity report submitted by the Recorder's Office.	Acknowledged
T.	Approval of the October 20, 2015, and October 27, 2015, Board of Supervisors' meeting minutes.	Approved
U.	Acknowledgment of the Human Resources reports for the weeks of October 6, 2015, October 13, 2015, October 20, 2015, and October 27, 2015.	Acknowledged
V.	Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of October 12, 2015, through October 16, 2015; October 19, 2015, through October 23, 2015; and, October 26, 2015, through October 30, 2015.	Acknowledged
W.	Approval of finance reports/demands/transfers for the weeks of October 27, 2015, November 3, 2015, November 10, 2015, and November 17, 2015.	Approved
6.	**CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public,	No Comments

individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

7.	At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.	Presented
8.	**EXECUTIVE SESSION ITEMS**: (Should the Board of Supervisors vote to go into executive session on any of the items listed below, no action will be taken by the Board while in executive session.)	
A.	Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding TX 2013-000185 the SATR Holdings LLC v. Gila County and consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after adjourning from executive session, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session. **(Jeff Dalton)**	Directed Attorney

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-3413 **Presentation Agenda Item 2. A.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer, Sheriff's Office

Department: Sheriff's Office

Information

Request/Subject

Presentation of the City of Globe Public Service Answering Point (PSAP) closure and transition of dispatch services to the Gila County Sheriff's Office.

Background Information

On July 1, 2015, the Gila County Board of Supervisors entered into an Intergovernmental Agreement with the City of Globe for the Sheriff's Office to provide dispatch services to the City of Globe Police Department and Fire Department. Once the Agreement was approved, the Gila County Sheriff's Office began the process of closing the PSAP that was located at the City of Globe and transitioned equipment and personnel to the Gila County Sheriff's Office Communication Center.

Evaluation

N/A

Conclusion

The Gila County Sheriff's Office has completed a progress report to be presented to the Board of Supervisors of the closure and transition of the PSAP from the City of Globe to the Gila County Sheriff's Office.

Recommendation

N/A

Suggested Motion

Presentation of the City of Globe Public Service Answering Point closure and transition of dispatch services to the Gila County Sheriff's Office. **(Debra Williams)**

Attachments

Presentation

Gila County 911 Administration

Executive Summary: Globe PD PSAP Transition & Closure

What? PSAP – Public Safety Answering Point

A call center responsible for answering calls to an emergency telephone number for police, firefighting, and ambulance services and dispatching those services appropriately 24 / 7 / 365.

Each political subdivision within the county that provides emergency services may request that a dispatch center be designated a primary PSAP if they receive 300 or more emergency calls per month and are able to support the technological, site and staffing requirements of 9-1-1 infrastructure.

Why? Was this project needed?

The Globe City Council's decision to close their PSAP served a number of goals for the city, including satisfying the Council's Strategic Plan and recent public safety audit.

The closure would eliminate the need to shift or raise funds to upgrade or replace the infrastructure needed to continue supporting 9-1-1 dispatching equipment for city emergency services.

How? Find the next best option.

Entering into a dispatching IGA with the Sheriff's Office fuses the City and County's commitment to providing high quality public safety services through regional coordination, use of new technologies and enhanced communication with other public safety partners.

This fusion offers opportunities to improve interoperability, standardize protocols and procedures for training and communication between emergency responders.

Who? Stakeholders and Partners

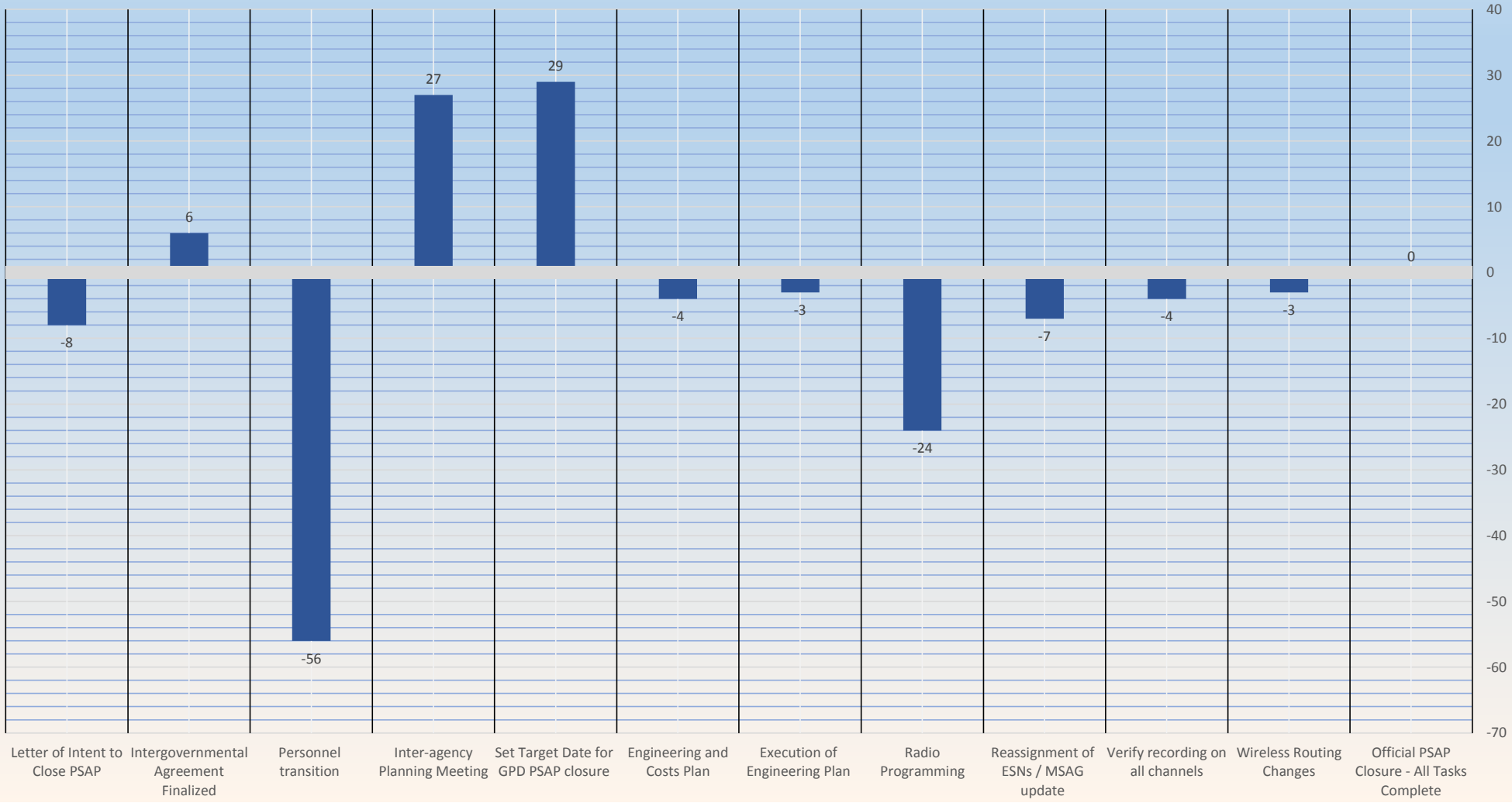
City of Globe	Gila County	Partners
City Council City Manager Police Chief Fire Chief Finance Manager	Board of Supervisors Sheriff's Office Administration 911 Dispatch GIS - 911 Rural Addressing Finance	AzDPS CenturyLink Intrado Durham Communications Verizon T-Mobile Sprint AT&T

Stakeholders and Partners came together in July to discuss tasks and timelines that were then defined as milestones.

When? Stakeholders and Partners

- Each milestone had a target completion date.
- By the end of the project, 12 general milestones were identified and tracked.
- 9 milestones (75%) were completed on, or prior to the assigned due date, including the Official PSAP Closure.
- 3 milestones (25%) were administrative in nature and did not affect infrastructure changes needed to complete the project.

Milestones Completed by Target Date



Conclusions

As of September 21, the Sheriff's Office Dispatch - Globe provides dispatch services to two (2) law enforcement agencies: Gila County and Globe Police Department, and;

three (3) fire departments: Globe Fire (1 station), Tri-City Fire (4 stations) and Tonto Basin Fire (Roosevelt Sub-Station).

Conclusions

Benefits realized by responders:

- Expanded regional collaboration facilitates a Common Operating Picture
- Improved interoperability between response agencies
- Standardized Records Management

Benefits realized by the public:

- Shortened response times
- Enhanced services
- Standardized Records Management

Conclusions

Benefits realized by dispatchers:

- Shift hours reduced from 12 to 10
- Overtime minimized
- Standardized equipment
- Standardized reporting requirements
- Standardized training, protocols and procedures

Conclusions

To further strengthen the partnerships created by this consolidation, Sheriff Shepherd has founded a Users Group that will bring together representatives from each agency in a quarterly meeting where discussions affecting dispatch, patrol, policy, procedures, equipment, personnel and inter-agency planning and training can take place for continuous improvement of emergency services response to our citizens and the general public.

Thank You

SHERIFF
GILA COUNTY
STATE OF
ARIZONA
SHERIFF'S OFFICE
J. ADAM SHEPHERD

ARF-3392 **Public Hearing** **3. A.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

Public Sale for a portion of Canal Street as shown on Official Map No. 45, Gila County Records, Gila County, AZ.

Background Information

On November 5, 2013, during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process to dispose of an unnecessary public roadway being a portion of Canal Street. Staff began the necessary notifications and public postings of the Board's decision.

There is one parcel of land that abuts the portion of Canal Street being abandoned. There is one adjacent landowner whom has been contacted and given the option that can exercise preference rights before the proposed date of sale by or appear at the public sale and submit a bid for that portion of Canal Street adjacent to their property.

Clyde Elmer has submitted a bid in the amount of $145.00 for the portion of Canal Street adjacent to his property. This bid meets the minimum requirements established by the current Gila County policy on the abandonment of roadways in Gila County.

No other bid has been received; however bids may be accepted at the public sale.

Evaluation

Canal Street was created when Fairmont Acreage Subdivision, Official Map No. 45 Gila County records was created in 1915. This portion of Canal Street was never built and only exists on paper.

Other areas of Canal Street have been abandoned in the past.

The County will benefit from the sale of the road by having the property go on the County's tax rolls.

Conclusion

Since this road only exists on paper and has never been constructed, the abandonment of this portion of Canal Street will not harm the County in its duty to provide access to residents and the public.

Recommendation

The Public Works Division Director recommends that Gila County accept the bid from Clyde Elmer.

Suggested Motion

Information/Discussion/Action for the public sale of a portion of Canal Street as shown on Official Map No. 45 and to accept a bid in the amount of $145.00 from Clyde Elmer for that portion of Canal Street adjacent to parcel 207-07-028D. **(Steve Sanders)**

Attachments

Notice of Sale

Elmer Area Map

Public Notice of Sale Acknowledgment 9-8-15

NOTICE OF SALE OF PUBLIC ROADWAY
PURSUANT TO A.R.S. §28-7204

NOTICE IS HEREBY GIVEN that STEVE SANDERS, Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 17th day November, 2015 at 10:00 o'clock at the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona, a portion of the roadway as described in the attached EXHIBIT "A".

TAKE FURTHER NOTICE that any person may submit purchase offers, however abutting owners of the aforementioned roadway or portion of the roadway have preference rights to purchase the portion or a part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use.

TAKE FURTHER NOTICE that the abutting owner can exercise preference rights before the proposed date of sale by written notice to MARIAN SHEPPARD, Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

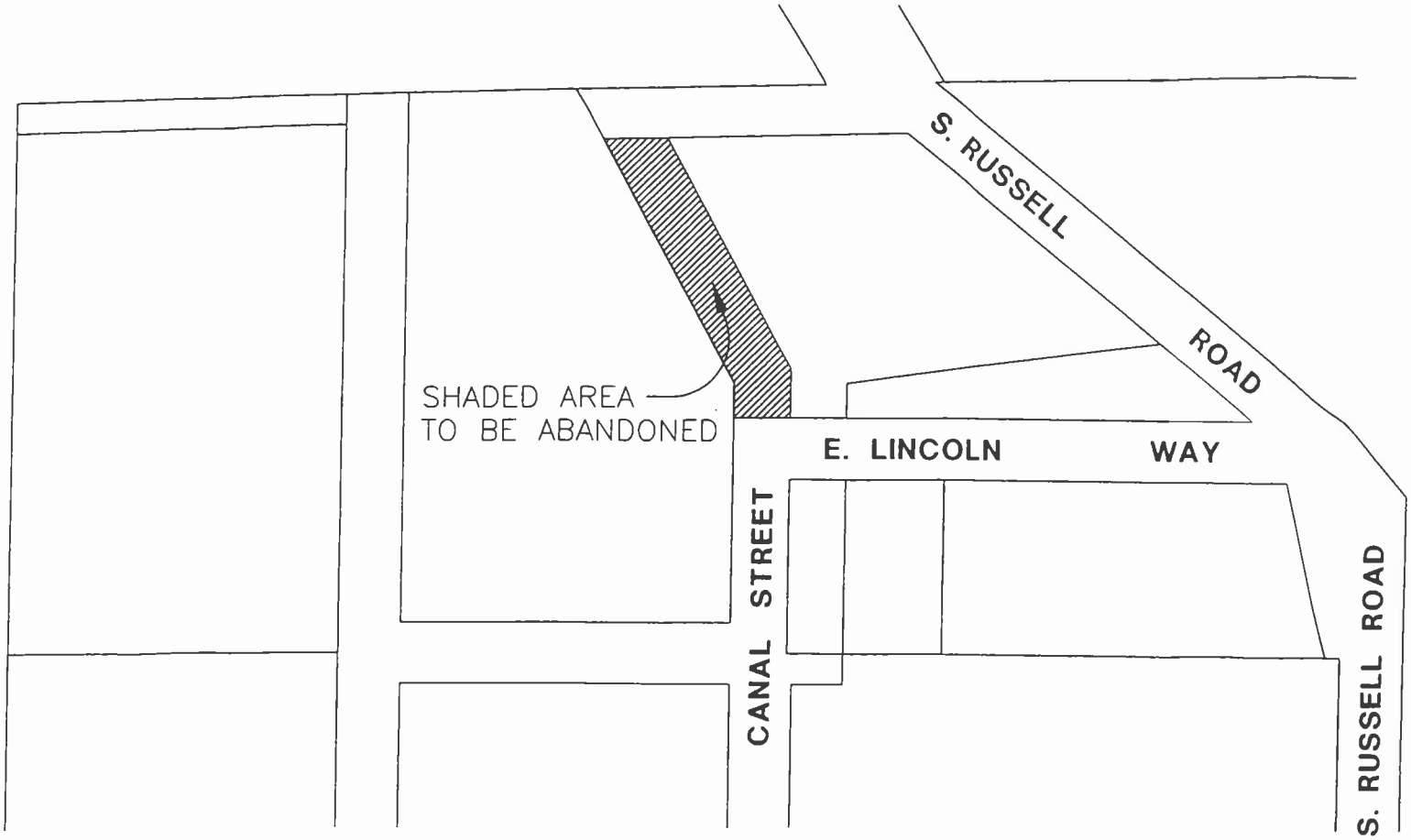
DATED this 4Th day of September, 2015.

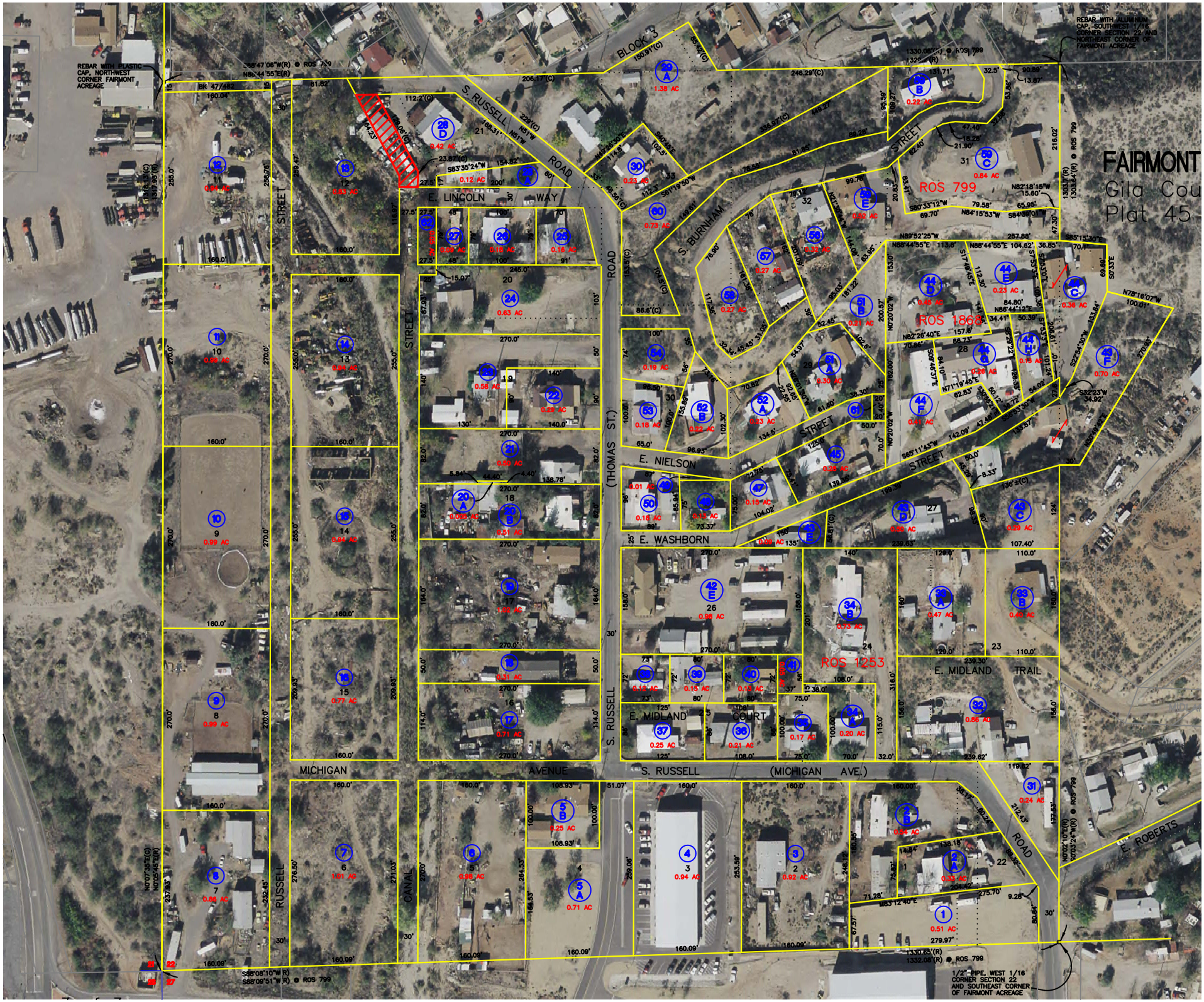
By: Laurie A. Kline, Deputy Clerk
for: MARIAN SHEPPARD, Clerk of the Board

TO BE PUBLISHED:

Arizona Silver Belt: Wednesday, September 9, 2015
Wednesday, September 16, 2015

EXHIBIT "A"


S. RUSSELL ROAD
SHADED AREA
TO BE ABANDONED
E. LINCOLN WAY
CANAL STREET
S. RUSSELL ROAD


FAIRMONT
Gila Cou
Plat 45
ROS 799
ROS 1868
ROS 1253
S. RUSSELL ROAD
(THOMAS ST.)
S. BURNHAM
E. LINCOLN WAY
E. NIELSON
E. WASHBORN
E. MIDLAND COURT
E. MIDLAND TRAIL
MICHIGAN AVENUE
S. RUSSELL (MICHIGAN AVE.)
E. ROBERTS
RUSSELL STREET
CANAL STREET
BLOCK 3
REBAR WITH PLASTIC CAP, NORTHWEST CORNER FAIRMONT ACREAGE
REBAR WITH ALUMINUM CAP, SOUTHWEST 1/16 CORNER SECTION 22 AND NORTHEAST CORNER OF FAIRMONT ACREAGE
1/2" PIPE, WEST 1/16 CORNER SECTION 22 AND SOUTHEAST CORNER OF FAIRMONT ACREAGE

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fairgrounds
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management
- Rural Addressing

Steve Sanders, Director
ssanders@gilacountyaz.gov

745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 402-8521
Fax (928) 425-8104
www.gilacountyaz.gov

Public Works Division

At least sixty days before the date of the sale, a notice of sale describing the roadway or portion of the roadway to be sold was posted at intervals of no more than one mile and in at least three places on or along the side of the roadway. A copy of that notice is attached. The date the notice was posted was: 9-8-15. The notice made specific reference to A.R.S. Section 28-7204 and stated that a person may submit purchase offers and that abutting owners have preference rights pursuant to A.R.S. Title 28, Chapter 20, Article 8 (Article 8 is titled: Disposition of Public Roadways). The notice was delivered or mailed to abutting owners of record whose addresses were known or readily discoverable as follows:

Name:	Address:	Date of Mailing:
Clyde A. Elmer	P.O.Box 1971 Claypool, Az 85532	9-3-15

County Authorized Signature: [signature]

STATE OF ARIZONA)
) ss.
COUNTY OF Gila)

ACKNOWLEDGMENT

On this 12th day of October 2015, before me, the undersigned Notary Public, personally appeared Steve Sanders, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-13-19

Shannon Boyer
Notary Public

SHANNON BOYER
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
April 13, 2019

ARF-3368 **Regular Agenda Item** **4. A.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Adam Shepherd, Sheriff		
Submitted By:	Sarah White, Chief Administrative Officer, Sheriff's Office		
Department:	Sheriff's Office		
Fiscal Year:	2016	Budgeted?:	Yes
Contract Dates Begin & End:	June 29, 2015 through June 30, 2018	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Intergovernmental Agreement No. C-50-16-008-M-00 between Maricopa County and Gila County regarding Maricopa County Sheriff's Office Basic Training Academy.

Background Information

The Gila County Sheriff's Office (GCSO) does not have its own academy and is required to train its Deputy Recruits according to the State of Arizona Peace Officers Standards Training (AZPOST). GCSO contacts agencies as needed throughout the State that operate Basic Training Academies and requests seats for GCSO Deputy Recruits to attend. Maricopa County Sheriff's Office (MCSO) Basic Training Academy is one that is utilized as needed by GCSO Deputy Recruits when space is available. This agreement outlines the responsibilities of MCSO and GCSO regarding the use of MCSO Basic Training Academy.

Evaluation

Maricopa County Sheriff's Office (MCSO) responsibilities: will provide training space, when available, for GCSO recruit officers to attend scheduled Basic Training Academies; has sole discretion to decide whether GCSO recruits maintain the academic standings to continue in the academy; has sole discretion to dismiss any recruit for training, academic, ethical or disciplinary standards applicable too all police academy participants; will provide GCSO with training records of each recruit; will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole, consistent with the requirements of State law; and, will treat GCSO recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.

Gila County Sheriff's Office (GCSO) responsibilities: agrees to provide instructors or administrative assistance to the MCSO Academy, upon request; agrees to pay $500 per registrant; understands and agrees that the curriculum will consist of the standard MCSO training program, although some facilitation of cross training on GCSO material may occur, the focus shall be MCSO policies and procedures; and, will provide

statutory worker's compensation insurance, salary, benefits, weapons, ammunitions and uniforms.

Conclusion

The Gila County Sheriff's Office utilizes the Maricopa County Sheriff's Office Basic Training Academy which meets the State of Arizona Peace Officers Standards Training (AZPOST) on an as-needed basis to assist in the training of the GCSO Deputy Recruits.

This Intergovernmental Agreement may be renewed for one additional three-year period upon Board of Supervisors' approval.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve Intergovernmental Agreement No. C-50-16008-M-00, between Maricopa County and Gila County regarding the use of Maricopa County Sheriff's Office Basic Training Academy beginning June 29, 2015, through June 30 2018.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. C-50-16-008-M-00 between Maricopa County and Gila County regarding the use of Maricopa County's Sheriff's Office Basic Training Academy for the period of June 29, 2015, through June 30, 2018. **(Mike Johnson)**

Attachments

Intergovernmental Agreement No. C-50-16-008-M-00

MARICOPA COUNTY SHERIFF'S OFFICE

JOSEPH M. ARPAIO
SHERIFF

August 24, 2015

Undersheriff Michael Johnson
Gila County Sheriff's Office
1100 South Street
P.O. Box 311
Globe, Arizona 85502

Re: **Intergovernmental Agreement between Maricopa County and Gila County Regarding Basic Training Academy**

Dear Undersheriff Johnson:

Enclosed please find three (3) originals of the Intergovernmental Agreement between Maricopa County and Gila County Regarding Maricopa County Sheriff's Office Basic Training Academy requiring signatures. This Agreement was approved by the Maricopa County Board of Supervisors at the August 19, 2015 meeting. Once signed by all required parties, please keep one original for your records and return two originals in the enclosed envelope. This replaces all previous versions.

If you have any questions or need any further information, please contact me at 602-876-1633 or Victoria Tortorello, Business Services Assistant, at 602-876-6856.

Sincerely,

Suzanne R. Baier

Suzanne R. Baier, Commander
Business Services Division

SRB:vt

Enclosures

550 W Jackson Street • Phoenix, Arizona 85003
(602) 876-1000 • Statewide Toll Free 1-800-352-4553 • WWW.MCSO.ORG

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY and GILA COUNTY
REGARDING MARICOPA COUNTY SHERIFF'S OFFICE
BASIC TRAINING ACADEMY
C-50-16-008-M-00

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona administered by and through the SHERIFF'S OFFICE "MCSO" and GILA COUNTY on behalf of its SHERIFF'S OFFICE, "GCSO,"; collectively referred to as the Parties. The Parties enter into this IGA for Sworn Basic Training of deputy recruits.

Whereas MCSO offers Sworn Officer Basic Training Academies which meet the State of Arizona Peace Officer Standard Training (AZPOST) requirements on as as-needed basis and generally has sufficient space for additional participants.

Whereas GSCO does not have its own training academy and its deputy recruits are required to be trained according to the AZPOST.

The Counties of Maricopa and Gila enter into the following Agreement on behalf of their Sheriff's Offices commencing June 29, 2015, through June 30, 2018.

The MCSO:

1. Will provide training space, when available, for GCSO recruit officers to attend scheduled Basic Training Academies.

2. Reserves the right in its sole discretion to decide whether the GCSO recruits maintain the academic standings necessary to continue in the Academy class.

3. Retains the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all police academy participants.

4. Will provide GCSO original individual training records for each GCSO recruit upon completion of the MCSO Academy or termination of the recruit's attendance at the MCSO Academy. MCSO will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole, consistent with the requirements of State law.

5. Will treat GCSO recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.

6. Will require GCSO to investigate GCSO recruits should a situation arise for an Internal Affairs Investigation concerning the actions of a GCSO recruit.

7. Will bill Gila County a non-refundable registration in the amount of $500, payable to Maricopa County, per Gila County registrant after the first full day of the academy.

8. Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of

the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

The GCSO:

1. Agrees to provide instructors or administrative assistance to the MCSO Academy, upon request by the MCSO.

2. Agrees to pay $500 per registrant.

3. Understands and agrees that the curriculum will consist of the standard MCSO training program for MCSO. Although some facilitation of cross-training on GCSO materials may occur, the curriculum shall focus on the policies and procedures of the MCSO.

4. Will provide statutory worker's compensation insurance, salary, benefits, weapons, ammunition and uniforms for GCSO recruits.

The Parties agree:

1. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this IGA, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

3. Each party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). Each party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other party upon request. These warranties shall remain in effect through the term of this Agreement. Each party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each party retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Agreement. Each party and its subcontractors shall be given reasonable notice of the other party's intent to

inspect and shall make the documents available at the time and date specified. Should either party find that the other party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this Agreement contract and may pursue any and all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either party.

4. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

5. Any litigation arising from the agreement or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties.

6. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Board approval.

7. This IGA may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail two(2) months in advance of the requested date of termination. In the event that a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

8. This IGA is effective when signed by the Parties.

9. This IGA may be renewed by written agreement of the parties for one additional three-year period.

10. Any notice to be given under this IGA shall be sent to the Parties listed below.

If to MCSO:

Paul Chagolla
Chief, Support Services Bureau 1
Maricopa County Sheriff's Office
550 W Jackson
5th Floor
Phoenix, AZ 85003

If to GCSO:

Michael Johnson
Undersheriff
Gila County Sheriff's Office
1100 South Street
P.O. Box 311
Globe, AZ 85502

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

GILA County, a political subdivision
of the State of Arizona

BY: _____
_____ Date
Chairman, Board of Supervisors

ATTEST:

_____
Marian E. Sheppard Date
Clerk of the Board

MARICOPA County, a political subdivision
of the State of Arizona

BY: _____
Steve Chucri Date
Chairman, Board of Supervisors

ATTEST:

_____
Fran McCarroll Date
Clerk of the Board

Gila County Sheriff's Office

8/22/15
Michael Johnson Date
Undersheriff

Maricopa County Sheriff's Office

8-24-15
Joe Arpaio Date
Sheriff

Approved as to form:

_____
Deputy County Attorney Date

Approved as to form:

_____
Deputy County Attorney Date

ARF-3446 **Regular Agenda Item** **4. B.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Sarah White, Chief Administrative Officer		
Submitted By:	Marian Sheppard, Clerk of the Board, Clerk of the Board of Supervisors		
Department:	Sheriff's Office		
Fiscal Year:	2015-2016	Budgeted?:	No
Contract Dates Begin & End:	Upon Final Signature on MOU	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office for a Regional DUI (Driving under the Influence) Vehicle.

Background Information

The Governor's Office of Highway Safety has purchased a number of regional DUI vehicles to be utilized throughout the state. The Sheriff' Office submitted a letter on August 3, 2015, to be considered for one of the DUI vehicles pending the approval of the Memorandum of Understanding by the Board of Supervisors.

Evaluation

The acquisition of a regional DUI vehicle would greatly enhance all of the law enforcement agencies throughout Gila County. The DUI vehicle will come fully equipped with all of the necessary equipment needed to test and evaluate individuals suspected of impairment. This vehicle can also be utilized and stationed on scene of a DUI detail, will be able to respond to events where alcohol is being served, and can be used as a command center.

Conclusion

The Gila County Sheriff's Office would like to accept a regional DUI vehicle from the Governor's Office of Highway Safety to be utilized by all law enforcement agencies throughout Gila County.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office and accept the regional DUI vehicle to be utilized by all the law enforcement agencies in Gila County and to increase the Sheriff's Office fleet by one vehicle to accommodate the addition of the DUI vehicle.

Suggested Motion

Information/Discussion/Action to approve Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office to accept the regional DUI vehicle that will be utilized by all law enforcement agencies in Gila County for DUI enforcement whereby the Sheriff's Office fleet will be increased by one vehicle to accommodate the DUI vehicle. **(Johnny Sanchez)**

Attachments

Memorandum of Understanding
Request Letter
Letter of Support-GPD
Letter of Support-DPS
Letter of Support-PPD
Letter of Support-TAPD
Letter of Support-HPD
Letter of Support-MPD
DUI Van Information
Picture No. 1
Picture No. 2
Picture No. 3
County Attorney Memo Re DUI Van

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO C. GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

MEMORANDUM OF UNDERSTANDING

AGREEMENT NUMBER: 2015-405D-502

PROGRAM AREA: 405d

PROJECT COORDINATOR: Alberto C. Gutier, Director

GOHS – ONE (1) MOBILE DUI PROCESSING VAN

The purpose of this Memorandum of Understanding is to promote compliance with Arizona's DUI laws statewide through the development, purchase and implementation of one (1) mobile DUI processing van by the Gila County Sheriff's Office. GOHS is supplying the van, wrap and equipment as part of the package and Gila County will hold the title to the vehicle.

The Governor's Office of Highway Safety (GOHS), using Federal section 405d funds, will design, develop, and purchase one (1) mobile DUI processing van for the Gila County Sheriff's Office as an addition to the Gila County Sheriff's Office fleet. The van shall be used solely for the purposes of enhancing DUI enforcement activities, such as multi-agency DUI task forces, stationary DUI checkpoints, DUI saturation patrols, and other approved DUI related events throughout the state. The van will be specifically designed to enable the Gila County Sheriff's Office to process DUI alcohol cases more efficiently. The DUI van will also serve the law enforcement agencies of Payson, Globe, and other Gila County areas.

Gila County Sheriff's Office will provide quarterly reports and a final statement of accomplishment as outlined in other contracts provided by GOHS for the life of the van. The reports shall include, but not limited to, the total number of processing nights, description of DUI events, total suspects processed, and other additional highlights and/or obstacles.

3030 NORTH CENTRAL AVENUE, SUITE 1550, PHOENIX, ARIZONA 85012 TELEPHONE (602) 255-3216
FAX (602) 255-1265
WWW.AZGOHS.GOV

VIN #1 Vehicle Description:	2015 Ford Transit 350 High Roof Cargo VIN #1: 1FTSW2XG8FKA58554
Actual Cost:	$86,835.23

Total Cost:	**$86,835.23**

J. Adam Shepherd, Sheriff
Gila County Sheriff's Office

Date

Alberto C. Gutier, Director
Governor's Highway Safety Representative

8-26-15
Date

ADOT
Motor Vehicle Division
96-0236 R12/13 azdot.gov

TITLE AND REGISTRATION APPLICATION

☐ Title and Registration ☐ Title Only ☐ Duplicate ☐ Registration Only ☐ Dismantle ☐ Salvage ☐ Stolen

Plate Number	Plate Credit No.	Credit Eff. Date	First Registered	Reg. Eff. Date	Reg. Expiration Date	Unit Number	Mobile Home W/L

Vehicle Identification Number	Make	Body Style	Year	Model	List Price
1FTSW2XG8FKA58554	FORD	TRANSIT 350	2015		$34715.23

GVW	Fuel	Odometer Reading (no tenths)	Odometer Codes*	Vehicle Construction	Trailer Plate Size
			☐ A ☐ B ☐ C	☐ Specially Constructed ☐ Reconstructed	☐ Full Size ☐ Small

Lien Amount	Lien Date	☐ Additional lien or lienholders (attach another application)
$		

Lienholder Driver License or EIN*	Lienholder Name (if no lien, write NONE)	Legal Status
		☐ Or ☐ And ☐ And/Or

Mailing Address	City	State	Zip

Owner Driver License or EIN*	Owner Name (first, middle, last, suffix)
G00004269	GOVERNORS OFFICE OF HIGHWAY SAFETY

Date of Birth	MVD Tax Account Number (if applicable)	Legal Status* (If "Or" is checked, owner must sign here.)
		☐ Or ☐ And ☐ And/Or *Sign* ▶

Street Address	City	State	Zip	County
3030 N. CENTRAL AVENUE, SUITE 1550	PHOENIX	AZ	85012	MARICOPA

Mailing Address (if different from above)	City	State	Zip	County

Owner Driver License or EIN*	Owner Name (first, middle, last, suffix)

Date of Birth	MVD Tax Account Number (if applicable)	Legal Status* (If "Or" is checked here or above, owner must sign here.)
		☐ Or ☐ And ☐ And/Or *Sign* ▶

Street Address	City	State	Zip	County

Mailing Address (if different from above)	City	State	Zip	County

Owner Driver License or EIN*	Owner Name (first, middle, last, suffix) ☐ Additional owners (attach another application)

Date of Birth	MVD Tax Account Number (if applicable)	Legal Status* (If "Or" is checked here or above, owner must sign here.)
		☐ Or ☐ And ☐ And/Or *Sign* ▶

Street Address	City	State	Zip	County

Mailing Address (if different from above)	City	State	Zip	County

Vehicle/Mobile Home Location	City	State	Zip	County

Service Options*	Date Vehicle Acquired
☐ Vehicle will be rented without a driver (such as a rental car).	

☐ I consent to the release of personal information contained in my driver license and vehicle record. I understand that this is **not** a one-time consent that applies only to a specific individual or organization, but is instead a general consent that applies to all requests from any and all individuals or organizations for any purpose, until revoked by me in writing. Consent for a vehicle record applies to all owners.

☐ I certify that this vehicle, commonly referred to as a station wagon or referred to by the manufacturer's rating as a 3/4 ton or less pickup truck or 3/4 ton or less van, is not maintained and operated more than 1,000 hours in a vehicle registration year for the transportation of passengers or property in the furtherance of a commercial enterprise.

☐ I certify that this trailer or semitrailer with a declared gross weight of 10,000 lbs or less is not maintained and operated in the furtherance of a commercial enterprise.

I certify that the information above and any documentation which I submit in support of this application, is true and correct; that the vehicle is free from liens, except those indicated above and that I have read and understand the requirements of the legal status indicated above. I acknowledge that the odometer reading above is qualified by the seller and that it is not the responsibility of the Motor Vehicle Division to determine the accuracy of the odometer statement. I understand that vehicles registered for use in, or used to commute into, Air Quality Control Areas (including greater metro Phoenix and Tucson) may be subject to emission testing.

All Owners Sign Here ▶ **If "Or" is checked above, owners must also sign the Legal Status boxes above.**

MVD Use	Cat	Canceled Plate Number/State/Agent ☐ 1 ☐ 2 Plates	Current Title Number	State	Date Title Issued	* See Reverse

REG	EIF	TRN	AQF	PST	PEN	LOP	SNO	DOR	TTL

UTX	SPL	VLT	CRF	WGT	MCF	PRC		Total Fees

CERTIFICATE OF ORIGIN FOR A VEHICLE

DATE
FEBRUARY 02,2015

INVOICE NO.
KA58554 0

VEHICLE IDENTIFICATION NO.
1FTSW2XG8FKA58554

YEAR
2015

MAKE
FORD

BODY TYPE
148 TRANSIT 350 VAN

SHIPPING WEIGHT
5159 LBS.

H.P (S.A.E.)
31.83

G.V.W.R.
9500 LBS

NO. CYLS.
6

SERIES OR MODEL
W2XC

NOMINAL TONNAGE 1

CERTIFIED FOR SALE IN CALIFORNIA

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company,firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

Don Sanderson Ford

P. O. BOX 1407
Glendale AZ 85311

71L171

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

MEMO DATA

FINANCE SOURCE 000001

Ford Motor Credit Co
P.O. Box 1732, Room
Dearborn MI
48121

D3473591

FORD MOTOR COMPANY

BY Bradley M. Gayton
BRADLEY M. GAYTON, SECRETARY (AGENT)

DEARBORN, MICHIGAN
CITY - STATE

ADOT
Motor Vehicle Division
96-0165 R09/13 azdot.gov

SECURE ODOMETER DISCLOSURE

Void If Altered Or Erased

Vehicle Identification Number	Year	Make	Body Style
1FTSW2XG8FKA58554	2015	FORD	TRANSIT 350

Buyer Name	Sale Date	Title Number
GOVERNORS OFFICE OF HIGHWAY SAFETY	03/05/2015	

Federal and State law require that the seller states the mileage in connection with the transfer of ownership. Failure to complete the odometer statement, or providing a false statement, may result in fines and/or imprisonment.

Odometer Reading (no tenths): 65 ☒ miles ☐ kilometers

☐ Mileage in excess of the odometer mechanical limits.
☐ NOT Actual Mileage, WARNING – ODOMETER DISCREPANCY

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

Seller/Dealership Name (printed)		Dealer Number
DON SANDERSON FORD INC		5

Street Address	City	State	Zip
6400 N. 51ST AVENUE	GLENDALE	AZ	85301

Agent Name	Seller/Agent Signature
DON SANDERSON FORD INC	

I am aware of the above odometer certification made by the seller.

Buyer Name (printed)	Buyer Signature
GOVERNORS OFFICE OF HIGHWAY SAFETY	

TH TITL

AL #400472

SANDERSON AUTOMOTIVE GROUP — LINCOLN

2121 WEST BELL ROAD
PHOENIX, ARIZONA 85023
www.sandersonford.com

367675

BUSINESS OFFICE: 1407 GLENDALE, ARIZONA 85051-1407
PHONE: FORD (623) 842-[illegible] LINCOLN (602) 375-75[illegible]
FLEET: (623) 9[illegible]

GOVERNORS OFFICE OF HIGHWAY SAFETY — 150018

3030 N CENTRAL AVE STE 1550 PHOENIX AZ 85012 — (602)908-8900 — 03/05/15

2015 — XL — FORD — 6 — TRANSIT 350 TRANSIT — OXFORD WHITE

1FTSW2X68FKA58554

31991.00

FT G15C0005 — N/A

DON SANDERSON FORD INC (TRANSFEROR'S NAME) — N/A

STATE Contract ADSP012-016670 Phase II — N/A

65 — N/A

N/A

N/A

PLEASE MAKE PAYMENT THIS INVOICE

31991.00

2719.23

N/A XXXXXX

N/A

DAVID L HARRIS — 34710.23

N/A

N/A

N/A

N/A

N/A — N/A

N/A

34710.23

N/A

34710.23

N/A

5.00

34715.23

IN THE EVENT CAR PURCHASED HEREIN REQUIRES REPAIRS, SANDERSON FORD CANNOT FURNISH LOANER CARS, HOWEVER RENTAL VEHICLES ARE AVAILABLE AT DISCOUNTED RATES.

USED VEHICLES ARE SOLD AS IS — NOT EXPRESSLY WARRANTED OR GUARANTEED. (SEE PARAGRAPH 8 ON REVERSE SIDE)

PURCHASER'S SIGNATURE — 03/05/15 — ACCEPTED BY — DEALER OR AUTHORIZED REPRESENTATIVE

DEAL #40047

SANDERSON AUTOMOTIVE GROUP LINCOLN

2121 WEST BELL ROAD
PHOENIX, ARIZONA 85023
www.sandersonford.com

367675

MAILING ADDRESS: P.O. BOX 1407 • GLENDALE, ARIZONA 85301-1407
PHONE: FORD (623) 842-6600 • LINCOLN (602) 375-7500
FLEET: (623) 930-5961

NAME: GOVERNORS OFFICE OF HIGHWAY SAFETY — STOCK NO. 156D13

ADDRESS: 3030 N CENTRAL AVE STE 1500 PHOENIX AZ 85012 — PHONE: 602 308-8900 — DATE: 03/05/15

YEAR	MODEL	NEW	USED	MAKE/TRADE NAME	NO. OF CYL.	BODY STYLE	MODEL	COLOR
2015		XX		FORD	6	TRANSIT 350	TRANSIT	OXFORD WHITE

LIC. NO. — TAG NO. — SERIAL NUMBER OR ENGINE NUMBER: 1FTSW2C65FKA58564

☐ RADIO ☐ AUTO. TRANS. ☐ VINYL ROOF ☐ PWR. STRG. ☐ AIR COND. ☐ PWR. WIND. ☐ _____ ENG.
☐ 4 SP. TRANS. ☐ TINTED GLASS ☐ PWR. BRKS. ☐ PDL ☐ PWR. SEATS ☐ CUST. WHLS.
☐ ADD'L TANK ☐ 5 SP. TRANS. ☐ 4 X 4 ☐ DUAL A/C ☐ WIRE WHLS. ☐ TILT ☐ GRUDGE

MISC.

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment.

I, DON SANDERSON FORD INC (TRANSFEROR NAME PRINT) hereby certify that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer now reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING — ODOMETER DISCREPANCY

Transferor's Signature _____

Customer Email Address _____

SALE — INVOICE — DEALER DELIVERY REPORT

DESCRIPTION OF TRADE

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that it is the entire contract of sale, that it supersedes all other agreements, and that it is not binding until accepted by a duly authorized officer of Dealer. NOTICE TO PURCHASER: IF A TRADE-IN IS INVOLVED, YOU MAY BE ASSUMING A SECURITY INTEREST OF A FINANCE COMPANY IN YOUR TRADE-IN VEHICLE. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. DO NOT SIGN THIS ORDER UNLESS YOU ARE READY TO PURCHASE A SECOND VEHICLE. THIS ORDER IS NOT EXECUTED UNTIL A TRUE SALE OF THE RECORD IS BINDING PURCHASE. YOU MUST REMOVE YOUR PERSONAL PROPERTY AND RECORDS FROM THE VEHICLE. DEPOSIT MADE. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL ALL OF THE TERMS OF THIS ORDER IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT. THE PARTIES HERETO AGREE THAT THE RETAIL INSTALLMENT CONTRACT ALL PARTIES, ... ALL OTHER ... SHALL BE ... UNDER THE SELLER'S DEALER WARRANTY OF ... WARRANTIES OF MERCHANTABILITY OR FITNESS ... VEHICLES ... Purchaser by his signature certifies that he is of legal age or otherwise and possesses that he has read the terms and conditions and has received a true copy of this order. NOTICE: WARNING: DEALER ... from the vehicle.

1. CASH PRICE OF VEHICLE	31991.00
DEALER INSTALLED OPTIONS	
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
TOTAL CAR	31991.00
SALES TAX	2719.23
	N/A
LICENSE & TITLE	N/A
TOTAL CASH REQUIRED PRICE	34710.23
2. CASH DEPOSIT ON ORDER	N/A
DUE ON DELIVERY	N/A
TRADE-IN VEHICLE PLUS TAX	N/A
AMOUNT PAID	N/A
LESS BALANCE OWING TO	N/A
4. TOTAL DUE (3 + 2)	N/A
5. [illegible]	32710.23
6. [illegible]	N/A
7. BALANCE (6 + 5)	32710.23
8. [illegible]	N/A
9. TRADE-IN VEHICLE	N/A
10. [illegible]	5.00
11. [illegible]	32715.23

PLEASE PAY FROM THIS INVOICE

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

IN THE EVENT CAR PURCHASED HEREIN REQUIRES REPAIRS, SANDERSON FORD CANNOT FURNISH LOANER CARS, HOWEVER RENTAL VEHICLES ARE AVAILABLE AT DISCOUNTED RATES.

USED VEHICLES ARE SOLD AS IS — NOT EXPRESSLY WARRANTED OR GUARANTEED.
(SEE PARAGRAPH 8 ON REVERSE SIDE)

PURCHASER'S SIGNATURE — DATE 03/05/15 — ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CUSTOMER COPY

STATE OF ARIZONA
PURCHASE ORDER

AGENCY:			PURCHASE ORDER NO:
GOVERNORS' OFFICE OF HIGHWAY SAFETY			GH1500014
DATE: May 18, 2015	REQUISITION / PURCHASING OFFICER: MARI HEMBECK	PHONE NO: 602-255-3216	REQUISITION NO: R1500014
MC:	STATE CONTRACT NO:	PURCHASING OFFICER: For information call:	PHONE NO: 602-255-3216

VENDOR:	SHIP TO:
QUALITY VANS & SPECIALTY VEHICLES 1865 SOUTH INDIAN BEND ROAD TEMPE, ARIZONA 85281 DAVE@QUALITYVANS.COM	GOVERNOR'S OFFICE OF HIGHWAY SAFETY 3030 NORTH CENTRAL AVENUE SUITE 1550 PHOENIX, ARIZONA 85012 602 255-3216

ITEM NO	QTY	UOM	COMMODITY NO	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1				BUILD UP OF DUI PROCESSING VEHICLE ARIZONA DEPARTMENT OF PUBLIC SAFETY VIN: 1FTSW2XG8FKA58554 PARTS AND LABOR PLEASE SEE ATTACHED QUOTE ADSPO 13-037308 COMPLIES WITH THE BUY AMERICA ACT		$49,902.00

PO TO BE SENT VIA
- US MAIL ☐
- EMAIL ☒
- FAX ☐

Bill To	DELIVERY REQUIRED:		
Governors' Office of Highway Safety 3030 North Central Avenue, Suite 1550 Phoenix, Arizona 85012	F. O. B. Destination - A S A P	SUB TOTAL >	$49,902.00
		0.0% TAX>	$2,218.00
	TERMS: NET 30 DAYS	FREIGHT >	
		TOTAL >	$52,120.00

(RECEIVING EMPLOYEE: SIGN & DATE RECEIVING COPY)

I CERTIFY THIS ORDER RECEIVED EXCEPT AS NOTED ABOVE

GOHS DIRECTOR SIGNATURE & DATE 5-18-15

BATCH HEADER

AGY (3)	DATE (6)	TYPE (1)	NO(3)	Batch Prepared By:	Batch Approved By:	Batch Entered By:	Batch Released By:
GHA				dlm			

CURR DOC (8)	SFX (3)	TC (3)	INDEX (5)	PCA (5)	AY (2)	COMP OBJ (4)	AMOUNT $(11).(2)	DOC AMT $(11).(2)
GH1500014	001							$52,120.00
GH1500014								$52,120.00
GH1500014								$52,120.00

Quality Vans & Specialty Vehicles
1865 S. Indian Bend Rd.
Tempe, AZ 85281

Voice: 480-464-7007
Fax: 480-464-5999

QUOTATION

Quote Number: DR4515
Quote Date: Mar 6, 2015
Page: 1

Quoted To:	Bill To:
State of Arizona 3030 North Central Avenue # 1550 Phoenix, AZ 85012 602-255-3216	State of Arizona 3030 North Central Avenue # 1550 Phoenix, AZ 85012

Customer ID	Good Thru	Payment Terms	Sales Rep
State of Arizona	4/5/15	Net 30 Days	Dave Rabuck

Quantity	Item	Description	Unit Price	Amount
1.00		2015 Transit DUI Conversion State contract #ADSPO13-037308	49,902.00	49,902.00

The undersigned hereby accepts quote as detailed above for listed service/repairs.

Subtotal	49,902.00
Sales Tax	2,218.00
TOTAL	**52,120.00**

Signature Printed Name Date

Johnny Sanchez – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Tim Scott – Lt. Northern District
Keith Thompson – Lt. Southern District

Mike Johnson - Undersheriff
Justin Solberg – Jail Commander
William Carlson – Lieutenant
Christine Duarte – Lieutenant
Lee Alexander- Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 3, 2015

Alberto Gutier, Director
Governor's Office of Highway Safety
3030 North Central Avenue, Suite 1550
Phoenix, AZ 85012

RE: Regional DUI Van for Gila County

Dear Director Gutier:

In response to our conversation regarding a DUI van to be utilized regionally throughout Gila County, the Gila County Sheriff's Office would like to make an official request to be considered by the Governor's Office of Highway Safety pending approval from the Board of Supervisor's. A board meeting to consider this item has been scheduled on September 1, 2015 at 10:00 a.m.

Thank you in advance for your consideration and we would also like to invite you to the board meeting if your schedule would allow. If you plan on attending, please contact me at (928) 402-8570 or Chief Johnny Sanchez at (928) 812-0456.

Thank you,

J. Adam Shepherd
Gila County Sheriff

P.O. Box 311, Globe, AZ 85502 – Phone: (928)425-4449 – Toll Free: (800) 635-8017 – Fax: (928) 425-5674
108 W. Main St., Payson, AZ 85541 – Phone: (928)474-2208 – Toll Free: (866) 866-4452 – Fax: (928) 474-0614

City of
GLOBE
Pride - Dedication - Service

175 NORTH PINE STREET - GLOBE - ARIZONA - 85501 - (928)425-5751

August 6, 2015

To: Gila County Sheriff Adam Shepard
From: Interim Chief R. Moya
Re : Support letter for D.U.I. Van

I am writing this letter to the Governor's Office of Highway Safety in support of the request to obtain a D.U.I. Van. I am in full agreement that the Gila County area will utilize the vehicle as a vital tool in the detection and apprehension of impaired drivers.

All law enforcement agencies in the northern and southern sections of Gila County will have the ability to participate in D.U.I enforcement events. The vehicle can be used in a multi-agency sobriety check point throughout Gila County or as another command center for D.U.I. support teams.

The vehicle will be a great asset to our local law enforcement agencies and can be used to provide more specialty training in the detection of impaired drivers. As law enforcement officers we understand the importance of apprehending an impaired driver and removing them from behind the wheel of a motor vehicle.

As the Interim Chief of Police with the Globe Police I strongly support Sheriff Adam Sherpard's request for the D.U.I. Van. The officers at the police department are in support of the request and are anxious to be offered the opportunity to work hand in hand with the Gila County Sheriff's Office Deputies.

Sincerely,

Rosann Moya, Interim Chief

ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

DOUGLAS A. DUCEY
Governor

FRANK L. MILSTEAD
Director

August 10, 2015

Sheriff J. Adam Shepherd
Gila County Sheriff
1100 South Street
P.O. Box 311
Globe, Arizona 85502

Dear Sheriff Shepherd:

This letter is to express support for the Gila County Sheriff's Office to obtain a DUI van.

The issue of impaired driving throughout the State of Arizona must be addressed by collaborative support of law enforcement agencies. The DUI van that Gila County Sheriff's Office is requesting will assist in attacking the issue of impaired drivers throughout Gila County. It will be a resource that can provide regional assistance to not just the county but to state and local agencies in the region as well.

The Department is very supportive of this venture and the Gila County Sheriff's interests in addressing impaired driving.

Sincerely,

Frank L. Milstead, Colonel
Director

Payson
POLICE DEPARTMENT

303 North Beeline Highway – Payson, AZ 85541 (928) 474-5177

August 11, 2015

Governor's Office of Highway Safety
Attention: Alberto Gutier, Director
3030 N. Central Avenue
Suite #1550
Phoenix, Arizona 85012

Dear Mr. Gutier,

Recently I was contacted by the Gila County Sheriff's Office regarding your consideration of providing a DUI van to Gila County for use by all law enforcement agencies in the county. I am writing this letter in appreciation for your continued support to the law enforcement agencies in Gila County. We as a department would find a DUI van very useful and would participate in the use of that van in conjunction with other law enforcement agencies in Gila County.

Law enforcement agencies in Gila County have never had this type of tool available to them. Having a DUI enforcement van in our county, I believe, will bring the agencies closer together. It will also continue to encourage the outstanding working relationship our agencies currently share in Gila County. I also believe this DUI van will expedite the DUI processing of those offenses and therefore, return officers to the street which will provide additional opportunities for DUI enforcement. Having that resource available will also help improve highway safety not just in the town of Payson, but in the entire surrounding area of Northern Gila County, especially during the large summer and holiday weekends.

If further information is necessary, please do not hesitate to contact me. Again, I strongly support this proposal and hope that you will give due consideration to the request for a DUI enforcement van for all law enforcement entities in Gila County.

Sincerely,

Donald B. Engler

Donald B. Engler, Chief of Police.

Tonto Apache Tribal Police

Chief of Police Mary Schlosser
Tonto Apache Reservation #30 ♦ Payson, AZ 85541
Telephone: (928) 468-1050 Fax: (928) 468-0035
mschlosser@tontoapache.org

August 23, 2015

Adam Shepherd, Sheriff
Gila County Sheriff's Office
P.O. Box 311
Globe, Arizona 85502

Dear Sheriff Shepherd,

The Tonto Apache Police are committed to cooperative law enforcement, especially within Gila County. We understand the value of crime deterrent, identification of criminal activity and enforcement against the violators. We will continue to support and assist the Gila County Sheriff.

The Tonto Apache Tribe is a small community. Our Police Department operates a single Officer per shift for the majority of the time. We rely on assistance from the neighboring agencies. In turn we are available to assist other agencies when requested.

The Joint efforts from agencies in the Gila County area are of the utmost importance to deterring criminal and traffic law violations. Again the Tonto Apache Police would support the Gila County Sheriff's Office in an effort to reduce Impaired Drivers from all roadways in this County

Sincerely,

M Schlosser

Mary Schlosser, Chief of Police
Tonto Apache Police Department

Town Of Hayden

Hayden Police Department

Keith Thompson
Interim Chief of Police

601 Hayden Avenue
Hayden, AZ 85135

Bobby Smith
Mayor

Telephone: (520) 356-6205
Fax: (520) 356-7039

To: Gila County Sheriff's Office

From: Interim Chief Keith Thompson

Date: August 7, 2015

I am writing this letter on behalf of the Gila County Sheriff's Office to the Governor's Office of Highway Safety in support of them obtaining a Mobile D.U.I. Van. I am in full support of the Gila County area receiving a D.U.I. Van. This vehicle would become a vital tool to the area for the safety of Officers, Deputies and others who are involved during any DUI Abatement details in the detection and apprehension of impaired drivers.

All agencies in Northern and Southern Districts of Gila County will benefit from having access to the Mobile D.U.I. and would increase enforcement details by conducting multi-agency check points and saturation patrols. The vehicle could be strategically located as a Command Center to better serve for processing of individuals suspected of driving impaired.

As Interim Chief of Police for the Hayden Police Department, I strongly support any efforts possible for Gila County Sheriff, Adam Shepherd and his request for a Mobile D.U.I. Van. With achieving this goal, it would bring the close net family of law enforcement agencies closer together in completing a common goal we all have and that is to remove the impaired driver from the roadway and save lives.

Keith Thompson

MIAMI POLICE DEPARTMENT

740 W. Sullivan St. Miami, Arizona 85539
Phone: (928) 473-2466 Fax: (928) 473-8045

Chief S.G.Gillen

To: Sheriff Shepherd
Chief Deputy Johnny Sanchez, GCSO

From: S.G.Gillen

Date: August 11, 2015

RE: Support for D.U.I van from G.O.H.S

Sheriff Shepherd and Chief Deputy Johnny Sanchez,

The Miami Police Department is dedicated to the suppression of alcohol related accidents and crimes in the Town of Miami as well as Gila County. We will support the Gila County Sheriff's Office in any operation or endeavor requiring our assistance. The Miami Police Department has an outstanding working relationship with your group and my hopes are for a continued relationship built on the hard work of our Officers, Deputies and State Troopers.

I advocate the continued commitment between the incorporated Towns/Cities and County too remain steady through these tumultuous times to dissuade alcohol related incidents.

The Miami Police Department and its governing board maintain a unity with all Law Enforcement agencies and agree to continue relations to provide the best services for our citizens. I believe a D.U.I van and equipment will enhance the safety of our citizens.

Sincerely,

S.G.Gillen

S.G.Gillen, Chief of Police
Miami Police Department

SGG/mf
Town of Miami and the Miami Police Department

PROVEN GASOLINE ENGINES.

We know how hard your van works for you 24/7. You need power. Reliability. And efficiency. The 2 gasoline engines that power Transit have been designed, built and tested to our uncompromising Built Ford Tough® standards – already proving their hard-working ability in over 700,000 Ford F-Series trucks.

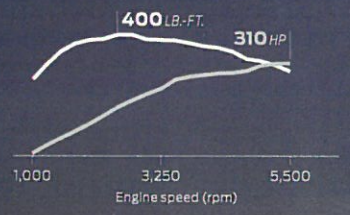
Towing and hauling are made easy by the standard 6-speed SelectShift® automatic transmission. It has selectable tow/haul mode[1] to compensate for grade and load, while also reducing gear hunting when towing or hauling heavy cargo.

3.5L EcoBoost®

46% better EPA-estimated highway fuel economy rating than the Ford E-Series premium gas engine. Instantaneous low-end torque and 310 hp are the result of direct injection, which delivers a precise amount of fuel to optimize efficiency and power. Twin intercooled turbochargers spool up far more quickly than a conventional single turbo.

A best-in-class gas torque rating of 400 lb.-ft. makes the 3.5L EcoBoost[1] the perfect choice if your work requires extra cargo-hauling capacity.

EPA-estimated rating of 14 city/19 hwy/16 combined mpg (LR/MR RWB Wagon). Actual mileage will vary.

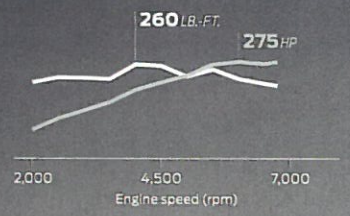


3.7L Ti-VCT V6

19% better EPA-estimated highway fuel economy rating than the E-Series standard gas engine, with much of the credit due to twin independent variable camshaft timing (Ti-VCT) technology. Ti-VCT optimizes combustion at all engine speeds to increase low-speed torque and top-end power, while also boosting fuel efficiency and improving cold-start operation.

You can choose the flexibility offered by E85 flex-fuel capability or a compressed natural gas/liquid petroleum gas CNG/LPG Gaseous Engine Prep Package[1].

EPA-estimated rating of 14 city/19 hwy/16 combined mpg (LR/MR RWB Wagon). Actual mileage will vary.



CLASS-BEST GAS ENGINE TORQUE **400 LB.-FT.**

TURBOCHARGED[1]

DIRECT INJECTION[1]

Transit 350 HD HR LWB EL Van. Ingot Silver. Available equipment.

[1]Available feature.

50 Years SANDERSON Ford

Government Fleet Sales Managers

Dave Harris	(623) 930-5961	dharris@sandersonford.com
Richard Fowler	(623) 930-5962	rfowler@sandersonford.com
Tony Friedley	(623) 930-5963	tfriedley@sandersonford.com
Bob Allen	(623) 930-5960	ballen@sandersonford.com
Tim McWilliams	(623)842-8808	tmac@sandersonford.com

Department Fax: (623) 930-5966

Date: 1/20/2015

Customer: **Governors Office Highway Safety** **FAX:**

Vehicle Description: ***2015 Ford Transit 250 HR van (9000 lbs. GVWR)***

***### STATE of AZ Contract ADSPO12-016670 Phase 2 (VIN 1FTNR2XM6FKA37146)

Base Price: **$28,590.00**

Upgrade Options:

1.	*3.7l TiVCT V6 (normally aspirated)*	**included**
2.	automatic transmission	**included**
3.	air conditioning / cloth bucket seats	**included**
4.	power windows / cruise control	**included**
5.	sliding side passenger door (no side glass)	**included**
6.	rear double doors with glass	**included**
7.	trailer wiring provisions	**included**
8.	4 total keys	
9.		
10.		
11.		
12.	approx lead time: immediately	

Upgrade Options Total:	**$0.00**
Bid Price (w/options):	**$28,590.00**
Sales Tax (8.5%):	**$2,430.15**
Tire Tax:	**$5.00**
Ford Extended Service Plan:	
Total Delivered Price:	**$31,025.15**

GILA COUNTY
ATTORNEY
Bradley D.
Beauchamp

Re: County Attorney's Office Review of IGA pursuant to A.R.S. § 11-

952(D). To whom it may concern:

The Gila County Attorney's Office has reviewed the Memorandum of Understanding (M.O.U.) prepared by the Governor's Office of Highway Safety wherein a D.U.I. van is being offered to Gila County in exchange for its agreement to use it for D.U.I. enforcement activities. The county attorney's office is of the opinion that the (M.O.U.) is an Intergovernmental Agreement (IGA) subject to the statutory requirements for IGA's. Under A.R.S. § 11-952(D), the transaction is within the powers and authority granted under the laws of the state to the county and the state, however, the IGA not in "proper form."

Despite the fact that the IGA is not in "proper form," the risk of negative consequences to the county following entering to the agreement appear to be minimal.

Explanation of the Standard Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that:

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency

> or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or

concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3434 **Regular Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2015 to June 30, 2016	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approve Intergovernmental Agreement No. 041015-1-Town of Star Valley-Law Enforcement Services.

Background Information

At the June 7, 2009 Board of Supervisors' Regular Meeting, the Board of Supervisors approved entering into an Intergovernmental Agreement (IGA) with the Town of Star Valley, whereby Gila County would provide law enforcement services to the Town. For three years prior to this agreement, the Payson Police Department provided law enforcement services to the Town of Star Valley.

The term of the IGA entered into on June 7, 2009, was for a one-year period, from July 1, 2009 through June 30, 2010, with the option to renew for five successive one-year periods. The amount of compensation from the Town of Star Valley for the law enforcement services provided by Gila County was $383,273 per year.

Evaluation

The term of the IGA was from July 1, 2009 through June 30, 2010, with the option to renew for five successive one-year periods. As of June 30, 2015, all renewal periods have been exhausted.

IGA No. 041015-1 will serve to allow Gila County to continue to provide law enforcement services to the Town of Star Valley for a period of one year, from July 1, 2015 through June 30, 2016. Prior to the expiration date of June 30, 2016, all terms will be reviewed to see if any changes to the IGA are warranted.

The cost of $383,273 to provide this service includes not only the Sheriff's Office actual costs, but also the cost to the County. Per the terms of the IGA, payment shall be made by the Town of Star Valley in two equal installments of $191,636.50, with each installment due and payable no later than the last day of the second and fourth fiscal quarters (December and June). In addition to these costs, the Town of Star Valley agrees to pay actual costs incurred in response to any single major criminal

investigation or other unforeseen, unplanned event(s) by the Sheriff's Office personnel in excess of a total initial deployment of 100 man-hours. Those costs will be billed in accordance with the rates as listed on the attached Law Enforcement Contract Proposal Worksheet, and will be due and payable on the next regularly scheduled bi-quarterly installment payment date.

Conclusion

Gila County and the Town of Star Valley desire to continue the law enforcement services to the Town of Star Valley, which Gila County has provided for the last six years.

Recommendation

The Gila County Sheriff's Office and the Finance Division Director recommend approval of Intergovernmental Agreement No. 041015-1 to enable the Gila County Sheriff's Office to continue to provide law enforcement services to the Town of Star Valley.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 041015-1 whereby the Gila County Sheriff's Office shall continue to provide law enforcement services to the Town of Star Valley for the period of July 1, 2015, through June 30, 2016, with compensation in the amount of $383,273.
(Adam Shepherd and Jeff Hessenius)

Attachments

Approved as to Form

Intergovernmental Agreement No. 041015-1-Town of Star Valley

Intergovernmental Agreement-2009-Town of Star Valley

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

INTERGOVERNMENTAL AGREEMENT NO. 041015-1
BETWEEN
GILA COUNTY
AND
TOWN OF STAR VALLEY
LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Star Valley, a municipal corporation of Arizona, hereinafter referred to as "Town".

RECITALS

WHEREAS, the County, through the Gila County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services primarily in the unincorporated areas of Gila County including the areas surrounding the corporate boundaries of the Town; and

WHEREAS, the Town wishes to provide for law enforcement services in order to protect persons and property within its municipal boundaries; and

WHEREAS, the parties have determined that an Agreement whereby the Sheriff's Office provides law enforcement services within the Town's corporate limits will allow the Town to better protect persons and property within its municipal boundaries in a cost-effective manner; and

WHEREAS, the parties are authorized pursuant to ARS §11-952, to enter into agreements for joint or cooperative action.

NOW, THEREFORE, the parties agree as follows:

1. **Law Enforcement Services.** For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:

   a. To furnish law enforcement services commensurate with the level as was historically provided to the Town prior to its incorporation, during the initial term of this Agreement and any renewals thereof for the purpose of providing the law enforcement services as described herein.

   b. To provide the subject services in accord with the additional terms and conditions as specified in Attachment 2 to this Agreement.

   c. To be responsible, except as expressly provided herein, for all payment of all costs of providing law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries/benefits, support/administrative services, capital equipment and facilities, supplies and vehicle operating costs.

2. **Service Standards.** With respect to the County's obligation to provide law enforcement services pursuant to this Agreement, the parties understand and agree:

   a. That the County's obligation to provide law enforcement services is expressly limited to the continuation of Deputy Sheriff positions (as allotted by the County's Board of Supervisors), and the ability to employ Deputy Sheriffs. The deployment of personnel in the manner provided herein is subject to the additional terms and conditions as set forth in Attachment 2 to this Agreement;

   b. That, by agreeing to provide law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits;

   c. That officers assigned to patrol areas pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the Town's corporate limits (however, any calls originating in the Town's corporate limits will be included in determining call priority);

   d. That the County will not participate in any way with the Town's Photo Enforcement Program;

   e. And, that the County will not provide services for the enforcement of the Town's adopted codes except for occasions when there is concern for the safety of a Town official; in such cases, a request may be made for accompaniment by a Sheriff's Office deputy to preserve the peace.

3. **Payment for Services.**

   a. In consideration for the County's agreement to provide law enforcement services as described herein and the Ancillary and Support Services as set forth in Attachment 2, the Town agrees to pay the annual sum of Three Hundred, Eighty-three Thousand, Two Hundred Seventy-three dollars and no/100's ($383,273). The cost is calculated as shown on the attached Law Enforcement Contract Proposal Worksheet (the cost may require an increase in subsequent renewals to reflect increases in the Sheriff's costs, as outlined in the Worksheet, and shall be subject to annual review). Payment shall be made in two (2) equal installments of One Hundred Ninety-one Thousand, Six Hundred Thirty-six dollars and fifty cents ($191,636.50), with each installment to be due and payable no later than the last day of the second and fourth fiscal quarters (December and June).

   b. In addition to the contract costs outlined above, the Town agrees to pay actual costs incurred in response to any <u>single major criminal investigation or other unforeseen unplanned event</u> by Sheriff's Office personnel in excess of a total initial deployment of one hundred (100) man-hours. These costs will be billed in accordance with the rates as listed on the attached Law Enforcement Contract Proposal Worksheet, and will be due and payable on the next regularly scheduled bi-quarterly installment payment date.

c. The cost of the additional personnel requested by Town leadership for planned events shall be negotiated at the time requested.

4. **Term of Agreement; Renewals.** The term of this agreement shall commence on July 1, 2015 and shall terminate on June 30, 2016.

5. **Indemnification and Insurance.** The County shall save, hold harmless and indemnify the Town, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the County, its officers, employees or agents pursuant to this Agreement. The County shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the Town from claims, damages or other losses as described in this Section.

   Additionally, the Town shall save, hold harmless and indemnify the County, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the Town, its officers, employees or agents pursuant to this Agreement. The Town shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the County from claims, damages or other losses as described in this Section.

6. **Workers Compensation.** During work on this Intergovernmental Agreement, employees of both the Town and the County staff shall maintain their status respectively as Town or County employees, but shall perform under the direction and authority of either the County or Town as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. §23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. §23-906 in substantially the following form:

   All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an Intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.

8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.

9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party, the Party claiming breach shall provide written notice to the other Party; said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.

10. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

11. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

12. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents of the parties hereto.

13. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Star Valley:	Town of Star Valley Town Manager 3675 E. Highway 260 Star Valley, AZ 85541
Gila County:	Gila County County Manager 1400 E. Ash Street Globe, AZ 85501
With copy to:	Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85502

These addresses may be changed by either party by giving notice in writing. Such changes shall also be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

14. **Recording.** This Agreement shall be recorded in the Office of the Gila County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to A.R.S. §11-952(G), and shall become effective upon such recordation.

15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

16. **Immigration Law Compliance Warranty.** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

17. **Finances and Budgetary Matters.** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by each Party through its' board or council; financing may include commitment of general funds, grant funds, or other available financing.

IN WITNESS WHEREOF, three (3) identical counterparts of this Intergovernmental Agreement No. 041015-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board

TOWN OF STAR VALLEY

Ronnie O. McDaniel
Mayor

ATTEST

Marian Sheppard, Clerk of the Board

ATTEST

Lois Johnson, Town Clerk
Town of Star Valley

APPROVED AS TO FORM

Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

APPROVED AS TO FORM

Timothy Grier, Town Attorney

DETERMINATIONS OF COUNSEL

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Star Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Star Valley.

Timothy Grier, Town Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Gila.

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Town of Star Valley
Gila County Sheriff's Office
Law Enforcement Contract Proposal Worksheet
For Gila County Fiscal Year 2015-2016

Total Number of Patrol Beats to be Provided	**50**

Personnel Services

Classifications	Number of Personnel	Average Hourly Rate	Average Hourly with ERE	Annual Hours	Annualized Costs pre-ERE	Annualized Costs with-ERE
Patrol Deputies	2.50	$18.88	$25.10	2080	$98,158.67	$130,538
Detectives	0.41	$22.92	$30.48	2080	$19,505.91	$25,940
Sergeants	0.63	$22.71	$30.21	2080	$29,528.91	$39,269
Lieutenant	0.17	$31.57	$41.98	2080	$10,944.27	$14,554
Total Staff Costs					$158,138	$210,302

Manpower Allocation Factor		**FTE Staffing Requirements**	
24 hour/7 day post	5.00 FTE Employees	0.66 Detectives	1 Beat
8 hour/7 day post	1.75 FTE Employees	1.00 Sergeant for	4 Deputies
8 hour/5 day post	1.24 FTE Employees	1.00 Lieutenant for	15 Deputies/Sgt's

Special Pay	**FY 2007 Deputy/Dispatch OT Hrs**	**Avg. Sal. All**	**Pre-ERE Total**	**Annual w/ERE**
Overtime	10,744	$19.70	*$17,634*	$23,450
Total Personnel Services				***$233,752***

Administration

Administration Cost	Administration Cost includes General Services/Administrative salaries minus a jail operation factor of 0.38 Sheriff's Salary omitted				
Administration Cost	**Total Salaries** $358,866	**Per Beat** $59,811		**Total pre-ERE** $29,906	
Total Administration Cost					$39,770

Supplies, Services, Rent and Maintenance

Supplies	Supply cost is based on total Field Services/Administrative supply and maintenance (jail removed)	
Uniform Allowance	Uniform allowance is based on $600.00 times patrol deputies, detectives and sergeants	
Total cost for supplies	$85,635	
Per Beat	$14,273	
Uniform Allowance/Deputy	$600	
Total FTE's (P, D, S)	$3.53	
Uniform Allowance Total	$2,121	
Total Supply Costs		$9,257

Vehicle Costs

Vehicle and Equipment	Based on full mileage rate charged by the Gila County Shop Multiplied by number of estimated miles				
	Per Mile Shop Rate	Estimated Annual Miles			
Mileage (Shop) Rate	$0.585	82,188			
				Pre-Admin Cost	
Total Vehicle and Equipment Costs				$24,040	$24,040

Communications

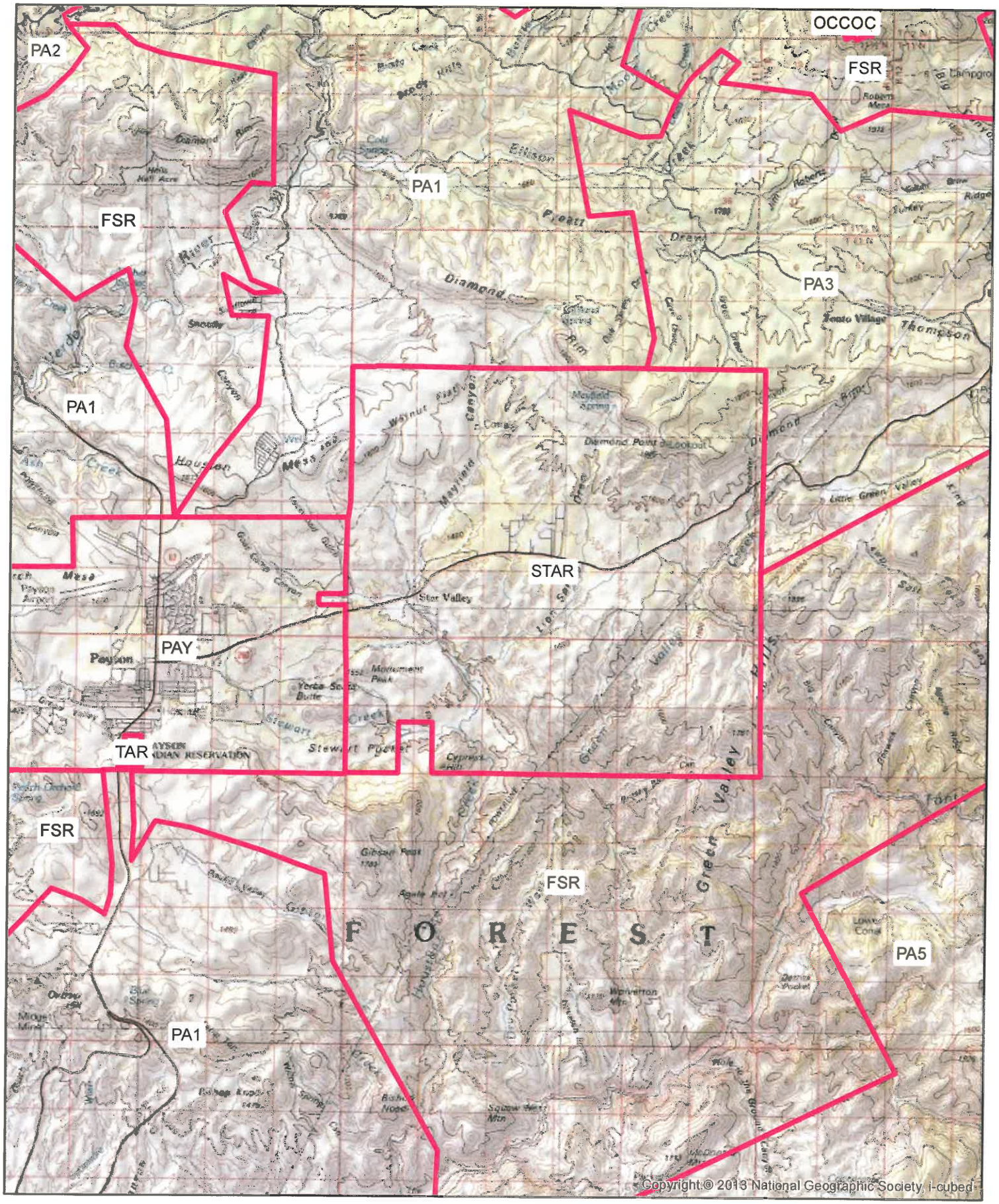
Communications	Based on the amount of paid dispatch positions (Minus Grant Funded)				
Communications Salaries	Total Salaries	Per Beat		Total pre-ERE	Total W/ERE
	$268,986	$44,830.93		$22,415	
Total Communications Costs					**$29,810**

Total Administration, Supplies, and Communication	***$102,876***

Gila County Applied Administrative Overhead Actual Costs	Pre-Adm Salaries $252,132		
(Ins/Acc. 18.5% applied to pre-Adm Salaries and Vehicles)			***$46,644***

Total Contract Costs	**$383,273**

ATTACHMENT 1



Gila County Sheriff Patrol Areas
June 2015

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ATTACHMENT 2

STAR VALLEY/GILA COUNTY IGA NO. 041015-1
SCOPE OF SERVICE

1. Ancillary Services

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Gila County Sheriff's Office shall provide the following ancillary services:

- Canine unit (as available)
- Special Response Unit (as provided through mutual aid agreements with other agencies)
- Mobile command post availability
- Animal Control Services (only as provided by State statute and County ordinances as applicable)
- Search and Rescue Services

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriff's Office Patrol Area 1, prior to the Town's incorporation and are not subject to enhancement unless expressly provided herein.

2. Support Services

In addition to the Sheriff's Patrol Services and Ancillary Services as provided in this Agreement or attachments thereto, the County through the Gila County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary services at the levels specified herein:

- First-line and command level supervision, including administrative oversight.
- Crime investigations
- Dispatch services
- Clerical services and supplies (with respect to records kept on law enforcement incidents occurring in the Town via the Sheriff's Office computer database)
- Patrol vehicles to include payment of all costs of operation

When recorded,
return to:
Marian Sheppard, BOS
(4/7/09 #4)

2009-004658 IGA Page: 1 of 10
04/21/2009 03:51:23 PM Receipt #: 09-2761
Rec Fee: $0 Gila County Bos - Marian Sheppard
Gila County, Az, Sadie Tomerlin Dalton, Recorder

INTERGOVERNMENTAL AGREEMENT
TOWN OF STAR VALLEY/GILA COUNTY
LAW ENFORCEMENT SERVICES

THIS AGREEMENT, entered into this 7th day of April, 2009, by and between the TOWN OF STAR VALLEY, a municipal corporation of Arizona (hereinafter the "TOWN"), and GILA COUNTY, a political subdivision of the State of Arizona (hereinafter the "COUNTY");

RECITALS

WHEREAS, the COUNTY, through the Gila County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services primarily in the unincorporated areas of Gila County including the areas surrounding the corporate boundaries of the TOWN.

WHEREAS, the TOWN wishes to provide for law enforcement services in order to protect persons and property within its municipal boundaries; and

WHEREAS, the parties have determined that an Agreement whereby the Sheriff's Office provides law enforcement services within the TOWN's corporate limits will allow the TOWN to better protect persons and property within its municipal boundaries in a cost-effective manner; and

WHEREAS, the parties are authorized pursuant to ARS §11-952, to enter into agreements for joint or cooperative action

NOW, THEREFORE, the parties agree as follows:

1. **Law Enforcement Services.** For the consideration to be paid by the TOWN as specified herein, the COUNTY, through its Sheriff's Office, agrees to the following:

   a. To furnish law enforcement services commensurate with the level as was historically provided to the TOWN prior to its incorporation, during the initial term of this Agreement and any renewals thereof for the purpose of providing the law enforcement services as described herein.

   b. To provide the subject services in accord with the additional terms and conditions as specified in Attachment 2 to this Agreement.

   c. To be responsible, except as expressly provided herein, for all payment of all costs of providing law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries/benefits, support/administrative services, capital equipment and facilities, supplies and vehicle operating costs.

2. **Service Standards.** With respect to the COUNTY's obligation to provide law enforcement services pursuant to this Agreement, the parties understand and agree:

a. That the COUNTY's obligation to provide law enforcement services is expressly limited to the continuation of Deputy Sheriff positions (as allotted by the COUNTY'S Board of Supervisors), and the ability to employ Deputy Sheriffs. The deployment of personnel in the manner provided herein is subject to the additional terms and conditions as set forth in Attachment 2 to this Agreement;

b. That, by agreeing to provide law enforcement services, the COUNTY does not warrant or guarantee a specific response time for calls originating from within the TOWN's corporate limits;

c. That officers assigned to patrol areas pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the TOWN's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the TOWN's corporate limits (however, any calls originating in the TOWN's corporate limits will be included in determining call priority);

d. That the COUNTY will not participate in any way with the TOWN's Photo Enforcement Program;

e. And, that the COUNTY will not provide services for the enforcement of the TOWN's adopted codes except for occasions when there is concern for the safety of a TOWN official; in such cases, a request may be made for accompaniment by a Sheriff's Office deputy to preserve the peace.

3. Payment for Services.

a. In consideration for the COUNTY's agreement to provide law enforcement services as described herein and the Ancillary and Support Services as set forth in Attachment 2, the TOWN agrees to pay the annual sum of three hundred eighty three thousand, two hundred seventy three dollars ($383,273). The cost is calculated as shown on the attached Law Enforcement Contract Proposal Worksheet (the cost may require an increase in subsequent renewals to reflect increases in the Sheriff's costs, as outlined in the Worksheet, and shall be subject to annual review). Payment shall be made in 2 equal installments of one hundred ninety one thousand, six hundred thirty six dollars and fifty cents ($191,636.50), with each installment to be due and payable no later than the last day of the second and fourth fiscal quarter (December 2009, June 2010).

b. In addition to the contract costs outlined above, the TOWN agrees to pay actual costs incurred in response to any <u>single major criminal investigation or other unforeseen unplanned event</u> by Sheriff's Office personnel in excess of a total initial deployment of one hundred (100) man-hours. These costs will be billed in accordance with the rates as listed on the attached Law Enforcement Contract Proposal Worksheet, and will be due and payable on the next regularly scheduled bi-quarterly installment

payment date.

c. The cost of additional personnel requested by TOWN leadership for planned events shall be negotiated at the time requested.

4. **Term of Agreement; Renewals.** The term of this agreement shall commence on July 1, 2009 and shall terminate on June 30, 2010. It shall, thereafter be deemed renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one (1) year prior to the expiration of the then-current term.

5. **Indemnification and Insurance.** The COUNTY shall save, hold harmless and indemnify the TOWN, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the COUNTY, its officers, employees or agents pursuant to this Agreement. The COUNTY shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the TOWN from claims, damages or other losses as described in this Section.

   Additionally, The TOWN shall save, hold harmless and indemnify the COUNTY, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the TOWN, its officers, employees or agents pursuant to this Agreement. The TOWN shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the COUNTY from claims, damages or other losses as described in this Section

6. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.

7. **Applicable Law**. The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.

8. **Termination for Breach**. In the event of a breach of any term or condition of this Agreement by either Party, the Party claiming breach shall provide written notice to the other Party; said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.

9. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

10. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of

attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

11. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents of the parties hereto.

12. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Star Valley:	Town of Star Valley Town Manager HC 5 Box 49-90 Star Valley, AZ 85541
Gila County:	Gila County County Administrator 1400 E. Ash Globe, AZ 85501
With copy to:	Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85502

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

13. **Recording.** This Agreement shall be recorded in the Office of the Gila County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G), and shall become effective upon such recordation.

14. **Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

(Approvals begin on next page)

APPROVALS

Town of Star Valley

Mayor 3-17-09 Date

ATTEST:

Sarah Lucbic 3-17-09
Town Clerk Date

Gila County

Shirley Dawson 4/7/09
Shirley Dawson Date
Chairman of the Board

ATTEST:

Marian Sheppard 4-7-09
Marian Sheppard Date
Chief Deputy Clerk of the Board

ACCEPTANCE AND CONCURRENCE

John R. Armer 3-30-09
John R. Armer, Sheriff Date

Town of Star Valley
Gila County Sheriff's Office
Law Enforcement Contract Proposal Worksheet

For Gila County Fiscal Year 2009-2010

Total Number of Patrol Beats to be Provided 0.50

Personnel Services

Classifications	Number of Personnel	Average Hourly Rate	Average Hourly with ERE	Annual Hours	Annualized costs pre-ERE	Annualized costs w/ ERE
Patrol Deputies	2.50	$18.88	$25.10	2080	$98,158.67	$130,538
Detectives	0.41	$22.92	$30.48	2080	$19,505.91	$25,940
Sergeants	0.63	$22.71	$30.21	2080	$29,528.91	$39,269
Lieutenant	0.17	$31.57	$41.98	2080	$10,944.27	$14,554
Total Staff Costs					*$158,138*	**$210,302**

Manpower Allocation Factor		FTE Staffing Requirements		
24 hour / 7 day post	5.00 FTE Employees	0.66 Detectives		1 Beat
8 hour / 7 day post	1.75 FTE Employees	1.00 Sergeant for		4 Deputies
8 hour / 5 day post	1.24 FTE Employees	1.00 Lieutenant for		15 Deputies/Sgt's

Special Pay	FY 2007 Deputy/Dispatch OT Hrs.	Avg. Sal. All	Pre-ERE Total	Annual w/ERE
Overtime	10,744	$ 19.70	*$17,634*	**$23,450**

Total Personnel Services ***$233,752***

Administration

Administration Cost	Administration Cost includes General Services/Administrative salaries minus a jail operation factor of 0.38 Sheriff's Salary omitted				
Administration Cost	Total Salaries $358,866	Per Beat $59,811		Total pre-ERE *$29,906*	
Total Administration Cost					**$39,770**

Supplies, Services, Rent and Maintenance

Supplies	Supply cost is based on total Field Services/Administrative supply and maintenance (jail removed)	
Uniform Allowance	Uniform allowance is based on $600.00 times patrol deputies, detectives and sergeants	
Total cost for Supplies	$85,635	
Per Beat	$14,273	
Uniform Allowance/Deputy	$600	
Total FTE's (P,D,S)	3.53	
Uniform Allowance Total	$2,121	
Total Supply Costs		**$9,257**

Vehicle Costs

Vehicle and Equipment	Based on full mileage rate charged by the Gila County Shop multiplied by number of estimated miles			
	Per Mile Shop Rate	Estimated Annual Miles		
Mileage (Shop) Rate	$0.585	82,188		
			Pre-Admin Cost	
Total Vehicle and Equipment Costs			*$24,040*	**$24,040**

Communications

Communications	Based on the amount of paid dispatch positions (Minus Grant Funded)				
Communications Salaries	Total Salaries $268,986	Per Beat $44,830.93		Total pre-ERE *$22,415*	Total W/ERE
Total Communications Costs					**$29,810**

Total Administration, Supplies, and Communication ***$102,876***

Gila County Applied Administrative Overhead Actual Costs (Ins./Acc. 18.5% applied to pre-Adm Salaries and Vehicles)	Pre-Adm Sal/Veh *$252,132*		***$46,644***

Total Contract Costs **$383,273**

Revised March 5, 2009

THE RECORDER CANNOT GUARANTEE THAT THIS PAGE WILL REPRODUCE SATISFACTORILY

DETERMINATIONS OF COUNSEL

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Star Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Star Valley.

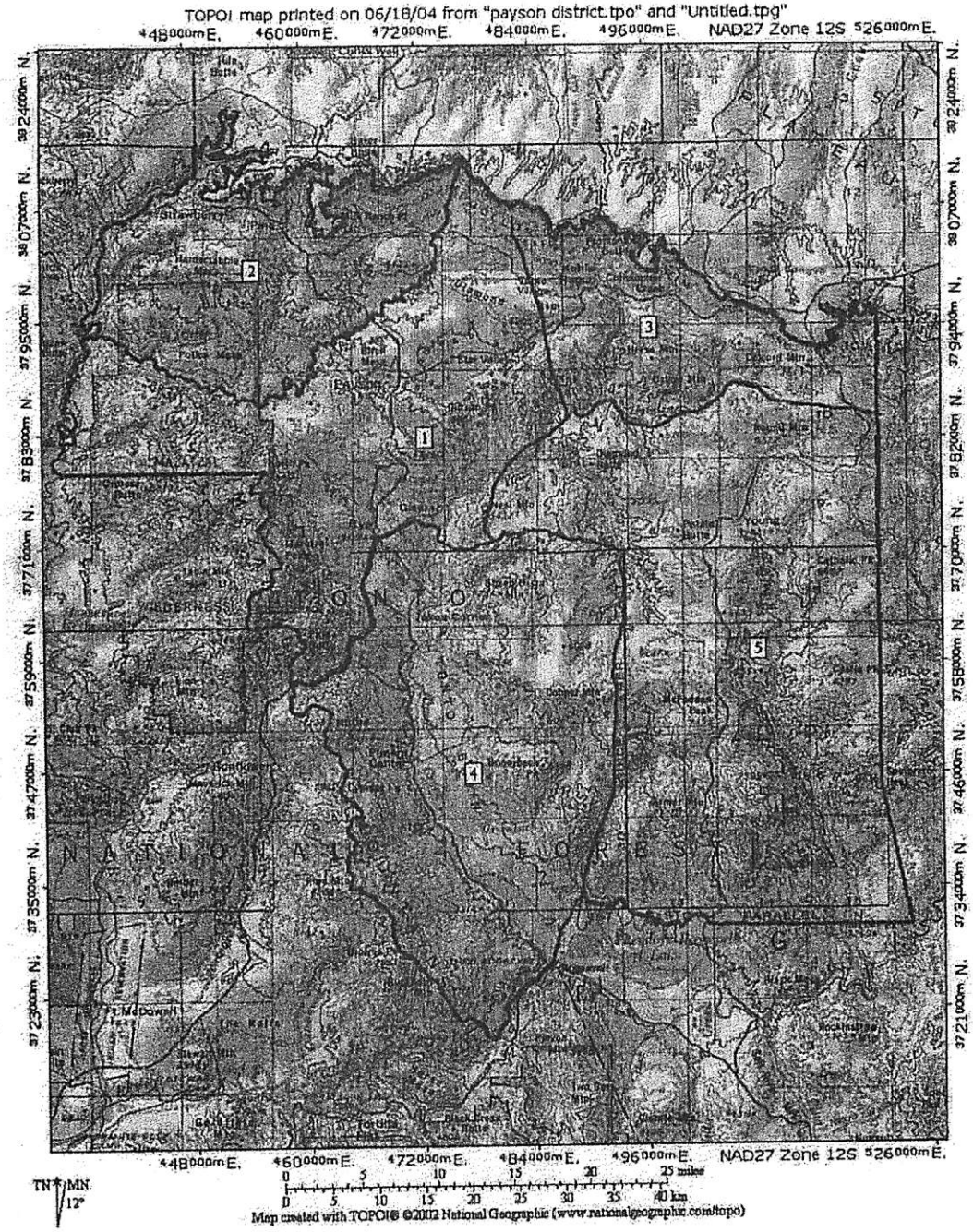
Timothy Grier
Town Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Gila.

Bryan Chambers
Deputy County Attorney

ATTACHMENT 1

Gila County Sheriff's Office – Northern District Patrol Zone Map



THE RECORDER CANNOT GUARANTEE THAT THIS PAGE WILL REPRODUCE SATISFACTORILY

ATTACHMENT 1

Gila County Sheriff's Office – Northern District Patrol Zone Map

THE RECORDER CANNOT GUARANTEE THAT THIS PAGE WILL REPRODUCE SATISFACTORILY

ATTACHMENT 2

STAR VALLEY/GILA COUNTY IGA

SCOPE OF SERVICE

1. Ancillary Services

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Gila County Sheriff's Office shall provide the following ancillary services:

- Canine unit (as available)
- Special Response Units (as provided through mutual aid agreements with other agencies)
- Mobile command post availability
- Animal Control Services (only as provided by state statute and county ordinances as applicable)
- Search and Rescue Services

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriff's Office Patrol Area 1 prior to the TOWN's incorporation and are not subject to enhancement unless expressly provided herein.

2. Support Services.

In addition to the Sheriff's Patrol Service and Ancillary Services as provided in this Agreement or attachments thereto, the County, through the Gila County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary services at the levels specified herein:

- First-line and command level supervision, including administrative oversight.
- Crime investigations
- Dispatch services.
- Clerical services and supplies (with respect to records kept on law enforcement incidents occurring in the TOWN via the Sheriff's Office's computer database).
- Patrol vehicles to include payment of all costs of operation.

Thomas H. Melcher
Chief Deputy

IGA Sheriff

James A. Eskew
Jail Commander

Office of
Sheriff of Gila County
John R. Armer

Honorable Shirley Dawson, Chairperson
Gila County Board of Supervisors
1400 East Ash Street
Globe, Arizona 85501

The attached law enforcement contract with the town of Star Valley has been approved and signed by counsel, Star Valley officials and myself. I have calculated the Sheriff's Office costs to service this contract as follows:

2	Deputy Sheriff positions w/ERE	$ 104,430 8410 / 8420 Grade 42
1	Detective position w/ERE	63,268 8447 Grade 42
	Overtime w/ERE	23,450
	Additional S.O. Administrations costs	39,770
	Supplies/Services	9,257
	Vehicle costs (shop rate for fleet units)	24,040
	Communications/Dispatch Service	29,810
	Total Sheriff's Office costs	$ 294,025

NO

Subtracting this figure from the contract amount leaves a residual of $ 89,248 to cover other county expenses.

To fulfill the county and Sheriff's Office obligations under this contract, the Sheriff's Office FY 2010 budget will need to be increased by $294,025, with an increase of the (3)stated positions and (3) vehicles (2 marked patrol units and 1 unmarked detective unit).

102713

John R. Armer
John R. Armer
Gila County Sheriff

cc: Steve Besich County Manager
Marian Sheppard Deputy Clerk/BOS

P.O. Box 311, Globe, AZ 85502 – Phone: (928)425-4449 – Toll Free: (800) 635-8017 – Fax: (928) 425-5674
108 Main St., Payson, AZ 85541 – Phone: (928)474-2208 – Toll Free: (866) 866-4452 – Fax: (928) 474-0614

ARF-3445 **Regular Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Michael O'Driscoll, Director		
Submitted By:	Paula Horn, Deputy Director of Health, Health & Emergency Services Division		
Department:	Health & Emergency Services Division		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	09/01/15 through 08/31/20	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Approval of an Intergovernmental Agreement Contract No. ADHS16-110815 with the Arizona Department of Health Services.

Background Information

On June 9, 2015, Michael O' Driscoll, Health and Emergency Services Division Director, requested to apply for a prescription drug overdose prevention grant through the Arizona Department of Health Services (AZDHS) and Centers for Disease Control and Prevention (CDC). The Board of Supervisors approved the request to apply for the funding.

The CDC did award funding to the AZDHS to provide Gila County Health and Emergency Services with the funds to implement a prescription drug prevention program. With this funding, the Gila County Health and Emergency Services Division will coordinate prevention efforts and work with community stakeholders to reduce prescription drug misuse and abuse.

Evaluation

This funding of $95,517 a year to the Gila County Health and Emergency Services Division will be used to develop and implement best-practice strategies to reduce prescription drug abuse in Gila County for the period of five years from 2015-2020.

Conclusion

Approval of the Intergovernmental Agreement (Contract No. ADHS16-110815) will allow the Gila County Health Department to provide a prescription drug overdose prevention program in Gila County.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors approve the Intergovernmental Agreement (Contract No. ADHS16-110815) with the Arizona Department of Health Services in the amount of $95,517 a year to provide a prescription drug overdose prevention program from September 1, 2015, through August 31, 2020.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS16-110815) between the Arizona Department of Health Services and Gila County Health and Emergency Services in the amount of $95,517 a year to implement a prescription drug overdose and prevention program in Gila County for the period of September 1, 2015, through August 31, 2020. **(Michael O'Driscoll)**

Attachments

IGA Contract No. ADHS16-110815

CDC

Presentation

Approved As To Form

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS16-110815

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Arizona's Prescription Drug Overdose Prevention Program **Begin Date:** September 1, 2015

Geographic Service Area: Gila County **Termination Date:** August 31, 2020

1.1.1.1
1.1.1.2 Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**
- [ ] **Other: Federal Agency**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name : **Gila County Health Services**

Address: **1400 East Ash**
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Paula Horn

Phone: 928-402-8813
Email: phorn@gilacountyaz.gov

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman of Board of Supervisors

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS16-110815 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 201__

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign Date

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief

Print Name and Title

Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature **Date**
Assistant Attorney General:

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials*" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: **Fixed Price**

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor,

the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the

Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall

require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form*. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

5.7 Authorization for Provision of Services: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **Risk and Liability**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure**.**

7.4.1 *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions*. Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs Seven (7) and Eight (8) shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter Five (5).

8.5.2 *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration*. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service

or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. **Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. **Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

19. **Key Personnel**

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.

2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

20. **Data Universal Numbering System (DUNS) Requirement** For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

1. DEFINATIONS

1.1 "ADHS" for the purpose of this document refers to the Arizona Department of Health Services.

1.2 "OIP" for the purpose of this document refers to the Office of Injury Prevention within the Arizona Department of Health Services.

1.3 "CDC" for the purpose of this document refers to the Centers for Disease Control and Prevention.

1.4 "CME" for the purpose of this document refers to Continuing Medical Education.

1.5 "CSPMP" for the purpose of this document refers to the Controlled Substances Prescription Monitoring Program.

1.6 "County or County Health Department" for the purpose of this document means the individual counties selected as high-burden areas in the state to implement the Prescription Drug Misuse and Abuse Toolkit.

1.7 "County Health Department program managers" for the purpose of this document, refers to the individual who works for the Contractor who has overall responsibility of the proposed project, including management of staff and Contractors to ensure that the State is in compliance with all grant requirements and communication with ADHS on progress made toward achieving the deliverables.

1.8 "DEA" for the purpose of this document refers to the United States Drug Enforcement Administration.

1.9 "High-burden areas" for the purpose of this document refers to communities which are identified by the department and Contractor as areas within the county with the highest rates of prescription drug mortality and morbidity.

1.10 "NAS" for the purpose of this document refers to Neonatal Abstinence Syndrome.

1.11 "Partners" for the purpose of this document refers to state agencies, providers, EBP's, communities and others.

1.12 "PSAs" for the purpose of this document refers to public service announcements.

1.13 "RHBAs" for the purpose of this document refers to Regional Behavioral Health Authorities.

1.14 "Rx" for the purpose of this document refers to prescription.

1.15 "ADHS Program Manager" means Arizona Department of Health Services employed staff managing the Project contract.

1.16 "ADHS Injury Epidemiologist" means Arizona Department of Health Services employed injury epidemiologist.

1.17 "Shall or Must" means a mandatory requirement. Failure to meet these mandatory requirements may deem Contractor out of compliance with the Contract.

2. BACKGROUND

ADHS OIP administers funds provided by the CDC for operation of the Prescription Drug Overdose Prevention for States grant. Abuse and addiction to opioids is a serious and challenging national public health problem. Deaths from drug overdose have risen steadily over the past two (2) decades and have become the leading cause of injury death in the United States. Rates of adult prescription drug misuse in Arizona are alarmingly high, with fifty percent (50%) of adults reporting misuse in the past twelve (12) months and thirteen percent (13%) reporting misuse in the past thirty (30) days. Although rates of adult prescription drug misuse traverse all age categories and regions in Arizona, significantly higher rates were reported among individuals living in the Southeastern region of the state and for individuals forty-five (45) years and older. The majority of the misuse involved pain relievers [Forty-seven percent (47%)].

In 2013, ninety-four percent (94%) of non-fatal poisoning-related inpatient hospitalizations involved drugs (prescription and non-prescription). Seventy-eight percent (78%) of the poisoning-related deaths in 2013 were unintentional; thirteen percent (13%) were due to suicide; and nine percent (9%) were of an undetermined manner of death. Males aged forty-five through fifty-four (45- 54) years had the highest rate of unintentional poisoning-related deaths with 35.7 deaths per 100,000 residents.

Compared to other states, these alarming outcomes placed Arizona as the sixth (6th) highest state in the nation for youth drug overdose rates in 2010 and twelfth (12th) highest in 2012-2013 in adult prescription misuse and abuse. The economic consequences are also significant. It is estimated that the cumulative negative fiscal impact to the state is $72 billion being largely borne by employers, the healthcare industry, and law enforcement.

Numbers of prescriptions have also risen quite dramatically in recent years. According to data from Arizona's CSPMP, there were 9.6 million Class II-IV prescriptions written and 575 million pills dispensed in Arizona in 2013. This equates to 87.4 Schedule II-IV controlled substance pills for every person, adults and children, living in Arizona. Prescription pain relievers accounted for 51.2% of these prescriptions, with Hydrocodone and Oxycodone accounting for the majority (~80.9%) of all pain relievers. According to experts, recent prescribing practices in Arizona place our state as the fifth (5th) highest opioid prescribing state in the country.

These data not only suggest that the vast supply of opioids are dramatically contributing to the problem, but that particular groups may be at increased risk– females were almost twice as likely to receive a prescription for all controlled substances, including opioids, and sixty percent (60%) of the scripts were written for individuals forty-five (45) years and older. Poisoning mortality rates were highest among American Indians with 40.7 deaths per 100,000 population – a sixty-two percent (62%) increase between 2009 and 2013. The death rate for non-Hispanic Whites was 23.1 deaths per 100,000 population. Additionally, during 2008-2013 there were a total of 1,472 cases of NAS in Arizona with an NAS rate being 2.83 [Ninety-five percent (95%) Confidence Interval (CI), 2.68- 2.97] per 1000 cases.

3. OBJECTIVES

With resources awarded through the Prescription Drug Overdose Prevention for States grant, Arizona will be well equipped to develop, implement, and assess relevant and proven strategies to halt, reverse, and diminish the opioid crisis in our state. Key Strategies and Initiatives that will guide our work include:

3.1 Improve the use of Arizona's CSPMP in conjunction with proactive data reporting and analysis of the program;

3.2 Expand the implementation of the community prevention efforts of the Arizona Prescription Drug Misuse and Abuse Initiative using the Rx Drug Misuse & Abuse Initiative Community Toolkit. The five (5) strategies are as follows:

Strategy 1: Reduce Illicit Acquisitions and Diversion of Prescription Medications,

Strategy 2: Promote Responsible Prescribing and Dispensing Policies and Practices,

Strategy 3: Enhance Rx Drug Practices and Policies among Law Enforcement,

Strategy 4: Increase Public Awareness and Patient Education about the Risks of Rx Drug Misuse and Abuse, and

Strategy 5: Enhance Assessment and Referral to Treatment;

3.3 Build local capacity, particularly through County Health Departments to implement activities and sub-activities, i.e., provide "boots on the ground", technical expertise for analysis and strategic planning, enhance community situational awareness through outreach and education; and

3.4 Increase and evaluate the uptake of the Arizona Opioid Prescribing Guidelines.

4. SCOPE OF SERVICES

The Contractor shall perform all necessary efforts to work with community stakeholders within the County to build local health department capacity to:

4.1 Coordinate intensive prevention efforts aimed at high-burden areas within the County;

4.2 Complement and enhance where appropriate, but shall not duplicate, activities conducted through similar prevention grants, e.g., Harold Rogers grant;

4.3 Work with community stakeholders to identify goals and objectives to reduce prescription misuse and abuse using strategies and activities contained in the Arizona Rx Drug Misuse & Abuse Initiative Toolkit; and

4.4 Build local health department capacity to develop and disseminate accessible analysis of local prescribing and mortality trends to community, state, and media partners.

5. TASKS

The Contract shall:

5.1 Implement "Sign up to save lives" campaigns. "Sign up to save lives" has been identified as an evidence-based campaign and is a strategy in the Arizona Rx Drug Misuse and Abuse Toolkit. This campaign is designed to increase awareness of the CSPMP tool and facilitate enrollment and usage of prescribers, delegates, and pharmacists to the CSPMP;

5.2 Continue with educational efforts to encourage use of the CSPMP;

5.3 Print, distribute, and educate Rx Drug Misuse and Abuse Initiative Toolkit to high-burden areas of county in meetings with community partners;

5.4 Attend Rx toolkit trainings with County Health Department employees, local coalitions, faith-based organizations, RHBAs and others. At these trainings, all five (5) strategies shall be reviewed with an emphasis on problematic prescribing. Rx toolkits shall be distributed;

5.5 Coordinate with their local substance abuse coalitions;

5.6 Participate in follow-up and ongoing training regarding the Rx toolkit at quarterly meetings with ADHS;

5.7 Build local health department capacity to develop and disseminate accessible analyses of local prescribing and mortality trends to facilitate pickup by local media;

5.8 Develop county level analyses for hospital and mortality data. ADHS injury epidemiologist shall work with County Health Departments to develop analyses regarding emergency department visits, in patient hospitalizations, and drug poisoning;

5.9 Disseminate local prescribing and mortality trends. The ADHS program manager shall educate the County Health Department program managers on how to disseminate local prescribing and mortality trends using documents available in the Rx Initiative toolkit (e.g., how to create a PSA);

5.10 Receive pre-approval before releasing any PSAs or new educational material;

5.11 Expand uptake and use of Arizona Guidelines for Emergency Department Controlled Substance Prescribing, the Arizona Opioid Prescribing Guidelines, and the Arizona Guidelines for Dispensing Controlled Substances;

5.12 Increase awareness on the "Safe and Effective Opioid Prescribing While Managing Acute and Chronic Pain" online CME course developed by the University of Arizona – Center for Rural Health to help Arizona DEA prescribers incorporate into practice the 2014 Arizona Opioid Prescribing Guidelines to prescribers in high-burden areas of county in community meetings and meetings with prescribers;

5.13 Maintain documentation to quantify of Rx toolkits, "Sign up to save lives" brochures, and prescription guidelines distributed;

5.14 Maintain documentation of any PSAs created and run in the county regarding prescription drug misuse and abuse; and

5.15 Prepare and submit a quarterly Contractor's Expenditure Report.

6. REFERENCE DOCUMENTS

6.1 CDC, National Center for Injury Prevention and Control, Prescription Drug Overdose Prevention for States, CDC-RFA-CE15-1501.

7. STATE PROVIDED ITEMS

ADHS will provide:

7.1 Technical assistance to Contractor's staff that shall implement the Rx Drug Toolkit; and

7.2 Any forms or guides that may be necessary to establish a certification process.

8. ADHS WILL:

8.1 Monitor the implementation and operation of the Rx Drug Toolkit and ongoing compliance with Contract provisions through site visits, review of submitted forms and other mechanisms; and

8.2 Hold phone conference calls for workgroup activities.

9. APPROVALS

9.1 Submitted reports shall be approved by the ADHS Program Manager prior to reimbursement; and

9.2 Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, public service announcements, publications, videos, or journal articles which will be developed and paid using funds awarded under this Contract, a draft of the marketing material must first be approved by ADHS. The ADHS Public Information Officer must approve prior to the dissemination of such materials or airing of such announcements.

10. DELIVERABLES

The Contractor shall submit to ADHS:

10.1 A quarterly CER not later than thirty (30) days following the end of each quarter;

10.2 A final CER not later than sixty (60) days following the end of each Contract year;

10.3 Documentation to quantify the number of Rx toolkits, "Sign up to save lives" brochures, and prescription guidelines distributed;

10.4 Documentation to quantify the number of any PSAs created and run in the County;

10.5 Documentation to quantify the number of all trainings and meetings conducted based on materials from the Rx Toolkit;

10.6 Results of analyses on drug poisonings completed at the local level; and

10.7 An annual summary of all grant activity, not later than sixty (60) days following the end of each contract year.

11. NOTICES, CORRESPONDENCE, REPORTS:

11.1 Notices, Correspondence, Reports and Invoices from the Contractor to ADHS shall be sent to:

Injury and Substance Abuse Prevention Manager
Office of Injury Prevention
Arizona Department of Health Services
150 North 18th Avenue, Suite 320
Phoenix, AZ 85007
Tel: 602-364-3321
Fax: 602-364-1496

11.2 Notices, correspondence, reports and payments from ADHS to the Contractor shall be sent to:

Deputy Director of Health
Gila County Health Services
5515 South Apache Ave, Suite 100
Globe, AZ 85501
Tel: 928-402-8811

Gila County Health Services

Type of Unit	Rate per Unit	Unit of Measure	# of Units	Total
Implementation of Prescription Drug Toolkit	$23,879.25	Quarterly	4	$95,517.00

Centers for Disease Control and Prevention

National Center for Injury Prevention and Control

Prescription Drug Overdose Prevention for States
CDC-RFA-CE15-1501
Application Due Date: 05/08/2015

Prescription Drug Overdose Prevention for States

CDC-RFA-CE15-1501

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Part I. Overview Information

Applicants must go to the synopsis page of this announcement at www.grants.gov and click on the "Send Me Change Notifications Emails" link to ensure they receive notifications of any changes to CDC-RFA-CE15-1501. Applicants also must provide an e-mail address to www.grants.gov to receive notifications of changes.

A. Federal Agency Name:

Centers for Disease Control and Prevention (CDC)

B. Funding Opportunity Title:

Prescription Drug Overdose Prevention for States

C. Announcement Type: New - Type 1

This announcement is only for non-research domestic activities supported by CDC. If research is proposed, the application will not be considered Research for this purpose is defined at http://www.cdc.gov/od/science/integrity/docs/cdc-policy-distinguishing-public-health-research-nonresearch.pdf.

D. Agency Funding Opportunity Number:

CDC-RFA-CE15-1501

E. Catalog of Federal Domestic Assistance (CFDA) Number:

93.136

F. Dates:

1. Due Date for Letter of Intent (LOI):	**03/16/2015**
2. Due Date for Applications:	**05/08/2015**, 11:59 p.m. U.S. Eastern Standard Time, at www.grants.gov.
3. Date for Informational Conference Call:	**03/11/2015**

Informational conference call for potential applicants: Wednesday March 11, 2015 at 1:00PM ET

Conference call number: (855) 644-0229 Conference ID: 9654605

The purpose of **Amendment 1** to this FOA is to provide additional clarifying information based on questions received from potential applicants during the Pre-Application Informational Conference Call held on March 11, 2015. A summary of the questions and answers can be found in Section H. Other Information beginning on page 39 of the amended FOA.

G. Executive Summary:

1. Summary Paragraph:

The purpose of this funding is to advance and evaluate comprehensive state-level interventions for preventing prescription drug overuse, misuse, abuse, and overdose. Interventions of priority address drivers of the prescription drug overdose epidemic, particularly the misuse and inappropriate prescribing of opioid pain relievers. Awardees will implement prevention strategies to improve safe prescribing practices and prevent prescription drug overuse, misuse, abuse, and overdose. This funding lays out four priority strategies that states may advance; two of these strategies are required, two are optional. The two required strategies are:

1) Enhance and maximize a state PDMP and
2) Implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse.

The two optional strategies are:

3) Conduct policy evaluations and/or
4) Develop and implement Rapid Response Projects.

The targeted outcomes of each strategy will vary and may include programmatic outcomes, as well as changes in behaviors thought to be linked to drug overdose morbidity or mortality. Awardees will be expected to implement robust evaluations of their program activities using timely data from a variety of sources. A key to the success of this FOA is multi-sector collaboration with partners that have shared authority over this issue. Applicants are therefore required to submit letters of support from state-level governmental entities and other partners depending on the strategies they pursue. Finally, while the primary purpose of this funding is the prevention of prescription drug overdoses, it also presents opportunities to advance surveillance and evaluation efforts to understand and respond to the increase in heroin overdose deaths, especially at the intersection of prescription opioid abuse and heroin use. Funded states will track heroin morbidity and mortality as an outcome of their work and have opportunities to evaluate policies with implications for preventing both prescription drug and heroin overdoses (e.g., naloxone access policies).

a. Eligible Applicants:	Limited
b. FOA Type:	Cooperative Agreement
c. Approximate Number of Awards:	16
d. Total Project Period Funding:	$55,600,000
e. Average One Year Award Amount:	$875,000
f. Number of Years of Award:	4
g. Estimated Award Date:	09/15/2015

h. Cost Sharing and / or Matching Requirements: N

Cost sharing or matching funds are not required for this program. Although no statutory matching requirement for this FOA exists, leveraging other resources and related ongoing efforts to promote sustainability is strongly encouraged.

Consistent with the cited authority for this announcement and applicable grants regulations, sources for cost sharing or matching may include complementary foundation funding, other U.S. government funding sources including programs supported by HHS or other agencies (e.g., Department of Agriculture, Department of Education, Department of Housing and Urban Development, Department of Transportation, Environmental Protection Agency, U.S. Park Service) and other funding sources. Applicants should coordinate with multiple sectors such as public health, transportation, education, health care delivery, and agriculture.

Part II. Full Text

A. Funding Opportunity Description

1. Background

a. Overview

Overdose deaths from prescription opioid pain relievers have quadrupled since 1999, killing more than 16,000 people in the U.S. in 2013.

Changes in how providers prescribe these powerful drugs created, and continue to fuel, the epidemic. The amount of opioids prescribed and sold in the U.S. quadrupled in ten years, yet there has not been an overall change in the amount of pain that Americans report. Heroin overdose death rates have been climbing sharply since 2010. Evidence to date suggests that widespread prescription opioid exposure and increasing rates of opioid addiction have played a role in the growth of heroin use.

States, including state health departments, are crucial players in reversing the epidemic. This funding builds on a previous CDC FOA, Prescription Drug Overdose: Boost for State Prevention FOA CE14-1404, to provide states the support and resources needed to build robust prevention programs. States may advance four priority strategies under this funding; two of these strategies are required, two are optional. The two required strategies are:

1) Enhance and maximize a state PDMP and
2) Implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse.

The two optional strategies are:

3) Conduct policy evaluations and/or
4) Develop and implement Rapid Response Projects.

This FOA provides funding to implement these four major strategies.

Below is a brief description of each strategy:

(1) **Enhancing and maximizing PDMPs**: Existing evidence, though sparse, indicates the potential of PDMPs to identify patients at high risk of overdose and to impact key prescribing behaviors. All applicants will be required to propose two or more activities to enhance use of PDMPs.
(2) **Implementing community or insurer/health system interventions**: This strategy targets two promising avenues for prevention: 1) enhancing and empowering community-level prevention and 2) implementing insurer and health system improvements to reduce overdose risk. For community interventions, activities include deploying and coordinating intensive prevention efforts in high-burden communities and working with local health departments to disseminate analyses of prescribing and overdose trends. Insurer/health system interventions include drug utilization review, prior authorization, quantity limits, and coordinated care. All applicants will be required to propose at least one activity under this strategy (i.e., community and/or insurer/health system interventions).
(3) **Evaluating existing policies designed to reduce prescription drug overdose morbidity and mortality**: Understanding the effectiveness of prescription drug overdose policies is crucial. Awardees can conduct evaluations of laws/policies/regulations designed to prevent prescription drug overuse, misuse, abuse, and overdose.
(4) **Developing and implementing Rapid Response Projects (RRPs)**: The prescription drug epidemic is fast moving. States can propose small, innovative projects that do not fit into the above three strategies to break new ground on addressing the epidemic. For example, states could use RRPs to build a new syndromic surveillance system or test a communication campaign. This strategy allows states to be nimble and work collaboratively with other states and CDC in identifying priority actions and responding to emerging public health threats.

While the primary purpose of this funding is the prevention of prescription drug overdoses, CDC recognizes that the increase in heroin use and overdose deaths in recent years is not unrelated to the unprecedented levels of prescription opioid exposure and abuse seen over the last decade. The strategies outlined above present opportunities to advance surveillance and evaluation efforts to understand and respond to the increase in heroin overdose deaths, especially at the intersection of prescription opioid abuse and heroin use. Funded states will track heroin morbidity and mortality as an outcome of their work and have opportunities to evaluate policies with implications for preventing both prescription drug and heroin overdoses.

b. Statutory Authorities

Section 301 (a) [42 U.S.C. 241a)] of the Public Health Service Act, and Section 391 (a) [42 U.S.C. 280 b (a)] of the Public Health Service Act

c. Healthy People 2020

This FOA supports two Healthy People 2020 objectives: SA-12, to reduce drug-induced deaths and SA-19, to reduce the past-year nonmedical use of prescription drugs.

d. Other National Public Health Priorities and Strategies

This FOA aligns with and supports the National Prevention Strategy (NPS) in several ways: 1) addresses one of the seven priorities designated in the NPS, i.e., Injury and Violence Free Living; 2) emphasizes engaging partners across disciplines, sectors, and institutions as an important factor in significantly improving well-being; 3) supports state governments to facilitate collaboration among diverse sectors when making decisions to have a significant effect on health; and 4) supports the NPS priority of Preventing Drug Abuse and Excessive Alcohol Use, which includes a recommendation to reduce inappropriate access to and use of prescription drugs.

http://www.surgeongeneral.gov/initiatives/prevention/strategy/

e. Relevant Work

CDC's Injury Center is committed to directly strengthening state efforts to reduce and prevent prescription drug overuse, misuse, abuse, and overdose through implementation and evaluation of strategies supported by promising research. This FOA builds on the 2014 FOA, Prescription Drug Overdose: Boost for State Prevention, CDC-RFA-CE14-1404, or Prevention Boost. Also, through the Core Violence and Injury Prevention Program (Core VIPP) the Injury Center supports health departments to strengthen their general capacity to collect and use data to better understand local injury issues and to put science into action to prevent injury; many of these states have identified PDO as a priority area for action.

2. CDC Project Description

a. Approach

Inputs	Priority Strategies & Major Activities	State-Level Outcomes		
		Short-Term Policy/Program Development	Intermediate-Term Behavior Change	Long-Term Health Outcomes
Funding Surveillance expertise TA on policy & program development Evaluation guidance Dissemination of best practices	**Enhance and Maximize PDMPs** • Move toward universal registration and use • Make PDMPs easier to use and access • Move toward a real-time PDMP (i.e., reduce data collection interval) • Expand and improve proactive (i.e., unsolicited) reporting • Conduct public health surveillance with PDMP data and publicly disseminate	**PDMPS** • Reduced barriers to PDMP registration and use • Shorter data collection interval • Increased rate of unsolicited reports • Increased use of standard PDMP reports for surveillance	**Providers** • Increased registration and use of PDMPs • Decreased rate of high dose (>100 MME/day) opioid prescribing • Increased treatment referrals for opioid use disorder • Increased use of non-opioid therapies for pain • Reduced problematic drug co-prescribing (e.g., opioid/benzodiazepines)	Decreased rates of opioid abuse Increased opioid use disorder treatment (ultimately want decrease) Decreased rate of ED visits related to opioids Decreased drug overdose death rate, including both opioid and heroin death rates Improved health outcomes in state "hot spots"
		High-burden Communities • Implementation of community level interventions in state "hot spots"		
	Implement Community or Insurer/Health System Interventions • Provide technical assistance to high-burden communities and counties, especially efforts to address problematic prescribing • Implement opioid prescribing interventions for insurers and/or health systems • Enhance uptake of evidence-based opioid prescribing guidelines	**Insurers & Health Systems** • Expanded opioid management programs • Implementation of opioid prescribing interventions • Expanded uptake and use of evidence-based opioid prescribing guidelines	**Patients** • Decreased use of multiple prescribers for opioids	

	Policy Evaluation • Conduct a rigorous evaluation on a law, policy, or regulation designed to prevent opioid overuse, misuse, abuse, and overdose	**Indicators of system or practice change** • Evidence of implementation of law, policy or regulation		**Note: all* outcomes are project period outcomes
	Rapid Response Project • Implement an RRP to advance an innovative prevention approach		**Insurers & Health Systems** • Decreased rate of high dose (>100 MME/day) opioid Rx • Increased use of claims reviews to identify high-risk prescribing • Increased # of patients in opioid mgmt. programs	
			Oversight/Enforcement • Increased enforcement actions against outlier providers • Decreased number of outlier pain clinics ("pill mills")	

i. Purpose

To provide states guidance and resources to prevent prescription drug overdoses by addressing problematic opioid prescribing. This funding lays out four priority strategies that states may advance:1) enhance and maximize a state PDMP (required); (2) implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse (required); (3) conduct policy evaluations (optional); and (4) develop and implement Rapid Response Projects (optional).
While the primary purpose of this funding is prescription drug overdose prevention, it also presents opportunities to advance surveillance and evaluation efforts to respond to the increase in heroin overdose deaths.

ii. Outcomes

Awardees are expected to implement activities that will impact relevant short and intermediate outcomes listed in the logic model. The specific short, intermediate, and long-term outcomes should be tailored to the work plan of strategies selected.

All awardees should be positioned and are expected to impact long-term outcomes within four to six years or earlier after receiving funding, regardless of the strategies chosen. These outcomes include:

- decreased rate of opioid abuse
- increased opioid use disorder treatment
- decreased rate of emergency department (ED) visits due to misuse or abuse of controlled prescription drugs, and
- decreased drug overdose death rate, including prescription opioid and heroin overdose death rates.

OUTCOMES FOR PRIORITY STRATEGY #1

For work under Priority Strategy #1, **enhance and maximize PDMPs**, (see logic model) awardees are expected to demonstrate change in short-term outcomes associated with the PDMP enhancements being implemented. Examples include:

- Reduced barriers to registration and use
- Shorter data collection interval
- Increased rate of unsolicited reports
- Increased timeliness and use of standard population-based PDMP reports for surveillance
- Regular distribution of reports on surveillance metrics established by CDC.

Awardees are also to demonstrate change in intermediate behavior changes to some of the following provider and patient behaviors; for example:

- Increased registration for and use of PDMPs

- Decreased rate of high dose (>100 MME/day) opioid prescriptions
- Increased use of non-opioid therapies for pain
- Reduced problematic drug co-prescribing (e.g., opioids with benzodiazepines)
- Decreased use of multiple prescribers for opioids

OUTCOMES FOR PRIORITY STRATEGY #2

For work under Priority Strategy #2, **implement community or insurer/health system interventions**, (see logic model) awardees are expected to demonstrate change in outcomes that show implementation of promising interventions.

Outcomes for community intervention include:

- Identification of counties and communities with a high burden of drug overdose deaths
- Expanded use of opioid prescribing guidelines in the EDs of high-burden areas
- Improved local health department capacity for acquiring, analyzing, and disseminating drug overdose data
- Decreases in opioid abuse, ED visits, overdoses, and other indicators in high-burden counties and localities.

For work on insurer/health system interventions, examples of outcomes include:

- Implementation of opioid management programs (e.g., prior authorization for opioids used at dosages or durations that are not recommended, drug utilization review, coordinated care programs, and patient review and restriction (PRR) programs, aka "Lock In")
- Enhancements in a drug utilization review program in a state health insurance program that screens prescription drug claims for problematic prescribing and potential misuse (see, e.g., Proactive notification to providers of outlier prescribing as discussed in Betses M, Brennan T. Abusive prescribing of controlled substances—a pharmacy view. N Engl J Med 2013; 369:989-991.)
- Implementation of improved drug formularies (e.g., removal of methadone as a preferred drug for the treatment of pain)
- Interventions and practices that expand access to medication assisted treatment
- Expanded uptake of evidence-based opioid prescribing guideline
- Alignment of insurance incentives with evidence-based opioid prescribing guidelines (e.g. non-opioid therapies accessible and preferred for conditions for which guidelines do not support opioids as first-line treatment; prior authorization for dosages that are not recommended)
- Implementation of programs that can enhance prescribing guideline adherence beyond incentives (e.g., implementation of health system quality improvement programs to enhance guideline adherence)

In the intermediate term, awardees are also expected to demonstrate change in provider and patient behaviors; for example:

- Decreased rate of high-dose opioid prescribing by providers;
- Decreased rate of problematic drug combinations prescribing by providers;
- Decreased rate of multiple providers for opioid prescriptions;
- Increased use of medication assisted treatment;
- Increased use of drug utilization reviews to identify prescriptions that may put patients at increased risk for overdose
- Increased use of insurance claims reviews to identify outlier providers
- Increase in academic detailing or other provider outreach related to potentially risky prescribing based on drug utilization reviews; and
- Decreased prescribing of methadone for pain.

OUTCOMES FOR PRIORITY STRATEGY #3

If chosen, the work under Priority Strategy #3, **policy evaluation**, (see logic model) awardees should conduct an evaluation of laws/policies/regulations designed to prevent prescription drug overuse, misuse, abuse, or overdose (e.g., pain clinic laws, naloxone access policies) to:

- Assess and enhance the implementation of these initiatives (i.e., referred to quality improvement or process evaluation); and/or
- Analyze the impact of the law on behaviors related to prescription drug overuse, misuse, abuse, or overdose and/or to prescription drug overdose morbidity and mortality.

These evaluations should improve the effectiveness of a state's prevention efforts by enhancing the implementation of current prevention efforts; concentrating resources on prevention initiatives that are promising for reducing high-risk behaviors, morbidity, or mortality associated with prescription drug overdoses; understanding the impact of interventions on heroin use and overdose; examining unintended consequences of interventions; and reducing resources allocated to prevention initiatives found to have no or limited impact on targeted behavioral, morbidity, and mortality outcomes. Short-term outcomes will include increased evidence of system or practice change—either positive or negative—as a result of the studied policy's implementation. Findings from evaluations across awardees may be used to identify best practices and highlight the most effective interventions.

OUTCOMES FOR PRIORITY STRATEGY #4

If chosen, the work under Priority Strategy #4, **develop and implement Rapid Response Projects**, (see logic model) awardees are expected to implement initiatives not covered by Priority Strategy #1 (PDMP enhancement) or Priority Strategy #2 (implement community or insurer/health system interventions). The description of the Rapid Response Project should specify clear implementation goals logically related to the Rapid Response Project and developed in accordance with CDC. While short-term implementation outcomes may vary, the intermediate and long-term outcomes to be addressed by these projects are expected to be largely consistent with those indicated in the logic model.

iii. Strategies and Activities

This program requires work in certain areas, called "priority strategies," but allows some flexibility and discretion in the specific activities chosen to advance these strategies. This design is intentional: CDC wants awardees to advance work in prioritized, high-impact areas, but also wants to make sure the program can be tailored to fit the state's specific needs and capacities and be responsive to emerging concerns.

This funding lays out four priority strategies that states may advance; two of these strategies are required, two are optional. The two required strategies are:

1) Enhance and maximize a state PDMP and

2) Implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse.

The two optional strategies are:

3) Conduct policy evaluations and/or

4) Develop and implement Rapid Response Projects.

These priority strategies are listed on the left hand side of the logic model. Under each of these priority strategies are bulleted "major activities" that applicants can choose. Not all of these major activities need to be chosen, but CDC requires that a certain number of major activities be implemented by the awardee, specifically:

- Awardees must do at least two major activities under the PDMP priority strategy.
- Awardees must do at least one major activity under the community or insurer/health system priority strategy.
- Awardees may, but are not required to, choose one or more policies to evaluate under the policy evaluation strategy.
- Awardees may, but are not required to, choose a Rapid Response Project to develop and implement under the Rapid Response Project strategy.

Once priority strategies and major activities have been chosen, the applicant has significant discretion in how to advance these strategies and activities. The sub-activities provided for each major activity are suggestions on the type of work that can be done. Specific sub-activities are not required — applicants can design their own plan for advancing the chosen priority strategies and major activities.

Please note: Program funds cannot be used for purchasing naloxone, implementing or expanding drug "take back" programs, or directly funding or expanding substance abuse treatment programs. Such activities are outside the scope of this FOA.

PRIORITY STRATEGY 1:
ENHANCING AND MAXIMIZING PDMPS

Overview: PDMPs are foundational programs for reversing the epidemic. Their potential impact on clinical practice and public health surveillance is critical to understanding and addressing the behaviors driving over-prescribing. The PDMP priority strategy is designed to advance three key PDMP practices that can help reduce the overuse and misuse of prescription of opioids:

1. **Real-time**: The PDMP captures up-to-the-minute dispensing and provides near real-time data to clinicians and public health officials working to prevent inappropriate prescribing.
2. **Universal use**: PDMPs should be reviewed by clinicians before writing prescriptions for opioids and other key controlled substances,
3. **Actively managed**: PDMP data should be used as a public health surveillance system to inform and evaluate interventions.

CDC recognizes that not all states are ready, or have the legal authority, to achieve these aims. This program would enable states to make incremental improvements toward these goals (e.g., streamlining registration, expanding the pool of providers with PDMP access, reducing data collection interval to 24-hours, improving data management and reporting of key surveillance metrics).

Awardees must advance at least two of the major PDMP activities listed in the left-hand column below (also found in the logic model).

Priority Strategy 1: ENHANCING AND MAXIMIZING PDMPS, Major Activities and Sub-Activities

Major Activities *Applicants must pick at least 2 of these major activities.*	**Recommended Sub-Activities:** *Below CDC has listed some recommended sub-activities applicants can engage in to advance chosen PDMP strategies. These sub-activities are not required; applicants can choose from the recommended sub-activities or applicants can propose actions that are not listed below if they still advance the selected strategy—please provide detail on how these actions support the strategy.*
Move toward universal PDMP registration and use	Streamline and simplify PDMP registration process.
	Build PDMP information systems to support universal registration and use.
	Develop and disseminate information to aid in universal registration and use.
	Other sub-activities as needed to advance universal registration and use.
Make PDMPs easier to use and access	Review and rectify barriers to data sharing between PDMPs and EHRs.
	Expand pool of healthcare professionals permitted to access PDMP data, including delegates who can obtain PDMP data on behalf of a PDMP provider.
	Expand access to PDMPs via a health information exchange.
	Expand access to PDMPs via an interstate exchange.
	Support PDMP training efforts in high-burden regions.
	Other actions as needed to make PDMPs easier to use and access.
Move toward a real-time PDMP (i.e., reduce the data collection interval)	Improving PDMP infrastructure or information systems to support reduced data collection intervals
	Developing and disseminating information or guidance to aid in reducing the PDMP data collection interval
	Other sub-activities as needed to reduce PDMP data collection interval.
Expand and improve proactive (i.e., unsolicited) reporting	Designing, validating, or refining algorithms for identifying high-risk prescribing activity to use as a trigger for proactive reports.
	Improving PDMP infrastructure or information systems to support proactive reporting and data analysis.
	Developing and disseminating information or guidance to aid in proactive reporting.
	Enhancing reporting system to increase frequency and quality of reporting.

	Other sub-activities as needed to expand or improve proactive and unsolicited reporting about both patients and providers.
Conduct public health surveillance with PDMP data and publicly disseminate reports quarterly or semi-annually on CDC-directed metrics [1]	Developing and disseminating guidance on the use of PDMP data for public health surveillance.
	Improving PDMP infrastructure or information systems to support PDMP use as a public health surveillance system.
	Implementing strategies that improve linkage of prescription records for each consumer (e.g., software enhancements).
	Linking PDMP data to health outcomes data, e.g., overdose emergency department visits, vital records or medical claims data on patient diagnoses.
	Collect, disseminate, and analyze county and community level PDMP data and facilitate the use of PDMP data by county and local health departments.
	Establishing working relationships (e.g., by developing memorandums of understanding or data use agreements) between PDMPs and other state agencies or community organizations.
	Other sub-activities as needed to expand or maximize PDMPs as a surveillance system.

[1] Awardees using PDMPs for public health surveillance will be required, to the extent permissible under their state's law: to publically report the following five indicators: (1) Decrease in the percent of patients receiving more than an average daily dose of >100 morphine milligram equivalents (across all opioid prescriptions); (2) Decrease in the rate of multiple provider episodes for prescription opioids (5 or more prescribers and 5 or more pharmacies in a 6-month period) per 100,000 residents; (3) decrease in the percent of patients prescribed long-acting/extended-release opioids who were opioid-naïve (i.e., have not taken prescription opioids in 60 days); (4) decrease in percent of prescribed days overlap between opioid prescriptions; and (5) decrease in percent of prescribed opioid days that overlap with benzodiazepine prescriptions. These metrics can be generated with SAS programs developed by CDC and its partner the Brandeis University PDMP Center of Excellence; CDC can provide the SAS programs to awardees pursuing this activity.

PRIORITY STRATEGY 2:
IMPLEMENTING COMMUNITY OR INSURER/HEALTH SYSTEM INTERVENTIONS

Overview: This strategy targets two promising avenues for prevention: enhancing and empowering local and community-level prevention and implementing insurer/health system improvements designed to reduce overdose risk.

The severity of the prescription drug overdose epidemic can vary widely throughout a state, and there are many opportunities for enhancing prevention at the county and local level. This program presents states the opportunity to engage community partners and implement community-level interventions in state "hot spots". By equipping high-burden communities with promising, evidence-informed, data-driven prevention, states can focus resources and efforts within the communities most impacted by the epidemic. As noted above, program funds cannot be used for purchasing naloxone, implementing drug "take back" programs, or directly funding or expanding substance abuse treatment programs. Such activities are outside the scope of this FOA.

In addition to the community partnerships and interventions captured by this strategy, insurance programs and health systems present critical opportunities for prevention. States run some of the largest insurance programs (e.g., Medicaid, workers compensation) and have access to important levers that can improve controlled substance prescribing in these programs. States can also exercise influence over local and community health system practices. This priority strategy will support state strategies to improve prescribing in their roles as major public insurers and health care leaders to implement effective strategies. Promising insurer and health system interventions include pain management programs for long-term opioid patients, drug claim screening for outlier prescribing, and quality improvement programs to enhance guideline adherence (e.g., academic detailing).

Awardees must advance at least one of the major activities in the left hand column below, also found in the logic model. States do not have to advance both a community intervention and an insurer/health system intervention—they may choose just one major activity to advance.

Priority Strategy 2: IMPLEMENTING COMMUNITY OR INSURER/HEALTH SYSTEM INTERVENTIONS, Major Activities and Sub-Activities

Major activities: *Awardees must select at least 1 of these major activities.*	**Recommended Sub-Activities:** *Listed below are some recommended sub-activities to engage in to advance the chosen Insurer or Health System major activities. These sub-activities are not required; awardees can choose from the recommended sub-activities or propose sub-activities that are not listed below if they still advance the selected strategy—please detail how they do so.*
Identify and provide technical assistance to high-burden communities and counties, especially efforts to address problematic prescribing	Create a multidisciplinary data-focused group convening players from local public health and law enforcement to prevent prescription opioid abuse and overdose, especially by focusing on prescribing. For an example, see, New York City's RxStat initiative, as described in Heller D, Bradley O'Brien D, Harocopos A, Hreno J, Lerner J, McCoy EB, Nolan M, Phillips Lum P, Tuazon E, Parker C, Kunins H, Paone D. RxStat: Technical Assistance Manual. 2014, New York City, available at http://www.pdmpassist.org/pdf/RxStat.pdf.
	Build local health department capacity to develop and disseminate accessible analyses of local prescribing and mortality trends (e.g., by press release) to facilitate pickup by local media.
	Coordinate intensive prevention efforts aimed at high-burden counties or sub-state regions with an emphasis on addressing problematic prescribing.

Implement or improve opioid prescribing interventions for insurers, health systems, or pharmacy benefit managers	Implement or enhance a program that moves toward alignment of opioid prescribing with guidelines, using effective insurance levers such as prior authorization for prescriptions that are outside of recommended dosages or durations.
	Create or expand academic detailing for outlier opioid prescribers; implement program for sending proactive notification to prescribers when their prescribing deviates significantly from other prescribers in the program.
	Set up, implement, or enhance a Coordinated Care Program for patients on chronic opioid therapy (e.g., Group Health's Chronic Opioid Therapy Safety Guideline). These programs would re-evaluate effectiveness of opioid therapy in meeting patients' goals for pain relief and improved function, offer non-opioid pain therapy (e.g., non-opioid medication, cognitive-behavioral therapy, physical therapy), offer tapering for patients on high-dose opioids, and offer opioid use disorder treatment or referral when appropriate.
	Set up, implement, or enhance Patient Review and Restriction Program (or PRR, also called a "Lock In" Program). While these programs are most frequently found in Medicaid programs, awardees can also use this funding to create a program in another type of insurance program (e.g., Workers Compensation).
	Design, validate, refine, and then apply algorithms or metrics for inappropriate prescribing or high-risk patient behaviors using a health system or insurer's own data. These metrics or algorithms would then be used by the insurer or health system to trigger mechanisms to prevent inappropriate prescribing or otherwise protect patients.
	Drug claim screening for outlier controlled substance prescribers and targeted efforts to increase use by insurers/health systems of these reports.
	Other sub-activities to implement or improve opioid prescribing interventions for insurers, health systems, or pharmacy benefit managers
Enhance uptake of evidence-based opioid prescribing guidelines	Awardees can use this funding to enhance uptake of evidence-based opioid prescribing guidelines. For example, awardees could engage in efforts to enhance guideline-concordant care (e.g., quality improvement programs, such as use of academic detailing); and effective dissemination of information about the guidelines to providers, health systems, insurers, or pharmacy benefit managers, particularly in high burden areas of the state

PRIORITY STRATEGY 3:
POLICY EVALUATION

Overview: Awardees may choose to evaluate laws, policies, or regulations designed to address prescription drug overuse, misuse, abuse, and overdose. Awardees are expected to clearly articulate the policy or policies to be evaluated, use qualitative and quantitative approaches to analyze the results, and engage in active dissemination of the findings. The evaluation of laws, policies, or regulations should include both process evaluation (to examine the implementation of the law/policy/regulation) and outcome evaluation (to examine the law/policy/regulation's impact on a health metric outcome, such as prescribing rates or emergency department visits). Evaluations that consider the economic costs and benefits of laws, policies, and regulations are also of interest. CDC will work closely with awardees to develop protocols for policy evaluation. Dissemination efforts should focus on improving implementation of current initiatives based on process evaluation findings and expanding knowledge of effective and ineffective approaches to improve prioritization of high-impact interventions.

Priority Strategy 3: POLICY EVALUATION, Major Activities and Sub-Activities

Major Activities for Policy Evaluation	**Recommended laws, policies, or regulations applicants can evaluate (sub-activities)** *Applicants may pick one or more policies, regulations, laws, or practices to evaluate.*
Conduct a rigorous evaluation on a law, policy, or regulation designed to prevent opioid overuse, misuse, abuse, and overdose	Evaluate existing PDMP practices: For example, awardees can evaluate the implementation and impact of universal use requirements, real-time reporting, proactive use, etc.
	Existing health insurer or health system policies or practices: Awardees can evaluate the implementation and impact of health insurer or health system policies
	Examining the impact of laws, policies, and regulations on heroin use and overdose
	Other laws, policies, or regulations, including, but not limited to: • Pain clinic laws and regulations • Public or private payer policies that may serve as barriers to medication assisted treatment access (MAT) (e.g. duration limits on buprenorphine for substance use disorder) or facilitators of MAT Healthcare licensure board policies and actions • Naloxone access laws • Impact of state efforts to increase the number of providers who are waivered to prescribe buprenorphine, such as release of specific state guidance regarding office-based buprenorphine use for opioid use disorder • Laws that provide for immunity for those seeking medical assistance following an overdose

PRIORITY STRATEGY 4:
RAPID RESPONSE PROJECT

Overview: The prescription drug epidemic is fast moving—new interventions can arise; the effectiveness of existing programs can be reevaluated; and new problems, like heroin, can emerge. Under this optional strategy, states can propose to implement Rapid Response Project (RRP) throughout the course of the award that do not fit into the above three strategies to break new ground on addressing the epidemic. For example, states could use RRPs to build a new syndromic surveillance system; test a communication campaign; or facilitate intradepartmental data sharing, review and analysis to address opioid overdoses.

Applicants interested in this strategy do not need to submit an initial RRP proposal in the application, though they may propose potential RRP ideas that would be examined further during the funding period. Applicants selecting the RRP strategy would take the first year of the funding period to develop a plan for identifying RRPs throughout the course of the award. This would include working with internal (e.g., state, community) and external (e.g., other states, CDC) stakeholders and partners to develop a process to assess needs, detect emerging concerns, propose RRPs, and plan for RRP implementation. In year 1, up to 10% of the year's funding can be used for the RRP planning process. CDC intends to work closely with the awardee to develop RRPs; all RRPs are subject to CDC approval. In each year of years 2-4, the applicant would submit the RRP plan to CDC in the Annual Performance Report/continuation application for approval. The applicant could use up to 10% of project funding each year to implement RRPs in years 2-4 of the project period. RRPs could be conducted for single years or multiple years depending on emerging concerns, aims, and scope.

To recap, this is how the program is structured:

Priority Strategies	Major Activities	Sub-Activities
These are the four major categories of work supported by this funding: (1) PDMPs; (2) community or insurer/health system interventions; (3) policy evaluation; and (4) Rapid Response Projects. Awardees must do work supporting (1) and (2); awardees may also choose (3) and/or (4), but are not required to.	These are the specific activities that awardees can choose from to advance the priority strategies. Awardees must choose two or more major activities for PDMPs and one or more for community or insurer/health systems interventions. Awardees may choose none, one, or more major activities for the other two priority strategies.	These are recommended activities awardees can do to advance chosen major activities. These are not required—just suggestions on things that can be done.

1.Collaborations

Collaborations are a vital part of this work; no single player can address all the levers that impact prescribing and drug overdoses. Success in this work is not possible without effective collaboration with key stakeholders. Below are both required and optional collaborations.

a. With CDC-funded programs:

Awardees are required to collaborate with CDC to improve technical and program guidance and conduct evaluations. Awardees will also be expected to work with CDC staff to identify and develop success stories arising from their program.

Here are some collaborations to address in the application, as applicable:

- **States with Core VIPP Funding**: Awardees currently receiving funding under CDC's Core Violence and Injury Prevention Program (Core VIPP) must meet quarterly with the Core VIPP point of contact in the state health department to coordinate program activities where possible.
- **Core VIPP Regional Networks**: The Core VIPP Regional Networks provide a structure for cross-state collaboration and assistance to all states within their designated regions on a variety of injury and violence prevention topics. Awardees are encouraged but not required to be active participants of their Regional Network and provide information and technical assistance about their PDO program.
- **Other States Awarded Under this Announcement and Prevention Boost States**: Awardees are encouraged but not required to collaborate and share information and findings with other states awarded under this announcement and/or with states currently funded under the Prescription Drug Overdose: Prevention Boost FOA (CDC-RFA-CE14-1404).
- **Injury Control Research Centers**: Injury Control Research Centers (ICRCs) conduct research in all three core phases of injury control (prevention, acute care, and rehabilitation) and serve as training centers as well as information centers for the public. ICRCs are great sources of research knowledge and other resources for state programs and awardees are encouraged but not required to collaborate with any of the ICRCs across the nation.

b. With organizations external to CDC:

Applicants Must Show Engagement with Law Enforcement

The prescription drug overdose epidemic has major implications for both public health and law enforcement. Success in reducing prescription drug overdoses requires coordination and engagement between these two sectors. Applicants must demonstrate this engagement with law enforcement.

- Applicants must provide a Letter of Support (LOS) from a state-level law enforcement authority in their state.
- The LOS must show that the law enforcement authority supports the application and agrees to regular meetings to support and coordinate activities.

Applicants Must Show Engagement with the State Substance Abuse Services Authority

State substance abuse services authorities are important partners in this effort. Applicants must demonstrate coordination and engagement with the state substance abuse services authority.

- Applicants must provide a Letter of Support (LOS) from the state substance abuse services authority in their state.
- The LOS must show that the state substance abuse services authority supports the application and agrees to regular meetings to support and coordinate activities.

Applicants Must Show Collaboration with Certain Key Partners

Applicants must demonstrate support from other key authorities involved in their work. Who these authorities are depends on which Priority Strategies are being pursued. Because all applicants must do work on Priority Strategy #1 (PDMPs), applicants must demonstrate support from the state PDMP authorities. Applicants must provide additional LOSs depending on the other priority strategies they are advancing.

Priority Strategy #1: Enhancing and Maximizing PDMPs:

- All applicants must provide a Letter of Support (LOS) from the PDMP authority in their state.
- The LOS must show that the PDMP authority supports the application, agrees to quarterly meetings to support and coordinate activities, and how the PDMP authority will facilitate proposed activities for enhancing and maximizing the state's PDMP.
- Applicants may provide any other materials (e.g., MOUs, LOS from other entities) that demonstrate collaborations that will make the work in this area stronger.
- Please note, applicants who receive funding under the Harold Rogers Prescription Drug Monitoring Program from the Bureau of Justice Assistance will be expected to coordinate activities under the two programs and communicate with CDC what activities they are engaging in with the BJA funding. However, no LOS or other documentation is required for the application.

Priority Strategy #2: Implementing Community or Insurer/Health System Interventions:

- Applicants advancing insurer/health system work under Priority Strategy #2 must provide a LOS from the entity where the work is focused. For example,if the applicant proposes to create an opioid management program for the state Medicaid program it should provide an LOS from the Medicaid authority. If improving an element of the Workers' Compensation program, it should provide an LOS from the Workers' Compensation authority. If the applicant is working in partnership with a particular health system or insurance program (e.g., integrating and/or disseminating evidence-based opioid prescribing guidelines), the applicant should include an LOS from that system or program.
- The LOS must demonstrate the authority's support, agreement to quarterly meetings, and explanation of how the state authority will facilitate the proposed activities.
- Applicants implementing community interventions under Priority Strategy #2 may provide any materials (e.g., MOUs, LOS from local health departments) that demonstrate collaborations that will make this work stronger and more impactful, but are not required to do so.
- Applicants may provide any other materials (e.g., MOUs, LOS from other entities) that demonstrate collaborations that will make the work in this area stronger.

Priority Strategy #3: Policy Evaluation

- Applicants proposing work under this Priority Strategy must provide a LOS from agencies that maintain access to relevant data the state will be using for evaluation. For example, provide an LOS from the state medical board or Medicaid agency if their data is to be used in an evaluation. The LOS must indicate the agency's support and intention to share data with the awardee for evaluation purposes.
- Applicants may provide any other materials (e.g., MOUs, LOS from other entities) that demonstrate collaborations that will make the work in this area stronger.

Priority Strategy #4: Develop and Implement a Rapid Response Project

- No materials are required; however, applicants may provide any materials (e.g., MOUs, LOS from other entities) that demonstrate collaborations that will make the work in this area stronger.

Applicants Are Encouraged to Show Other Relevant Collaborations

Regardless of the strategies selected, applicants are strongly encouraged to describe other strategic partnerships and collaborations with organizations that have a role in achieving the FOA outcomes and proposed activities (e.g., state boards of medicine, boards of pharmacy, substance abuse and mental health agencies, local businesses, medical organizations).

2. Target Populations

Applicants must describe how the interventions initiated, improved or evaluated target high-risk groups of clinicians and patients to achieve the greatest health impact. Awardees should use data to identify groups within their jurisdiction or community that are disproportionately contributing to or affected by the public health problem, and plan activities to reduce or eliminate disparities. Disparities by race, ethnicity, gender, age, geography, socioeconomic status, and other relevant dimensions should be considered.

a. Inclusion

Applicants should address how the program will be inclusive of specific populations who can benefit from proposed strategies. These populations include groups such as providers and patients in rural areas, populations with low socio-economic status, or patients covered under state insurance mechanisms (e.g., Medicaid), or other populations that might be otherwise missed by promising strategies.

iv. Funding Strategy (for multi-component FOAs only)

N/A

b. Evaluation and Performance Measurement

i. CDC Evaluation and Performance Measurement Strategy

Evaluation and performance measurement help demonstrate achievement of program outcomes, build a stronger evidence base for specific program interventions, clarify applicability of the evidence to different populations and settings, drive continuous program quality improvement, and identify and articulate successes achieved to inform other states' efforts. Evaluation and performance measurement can also determine if program strategies are scalable and effective at reaching target populations.

Awardees will develop an evaluation plan for the primary purpose of local evaluation and program improvement. Awardees are expected to participate in a CDC-sponsored cross-site evaluation by sharing local data already collected for state program enhancement purposes. CDC will not direct local data collection efforts, but will provide suggestions and support for implementation of their evaluation plans. Please see the CDC Evaluation and Performance Measurement Strategy section below for more detail.

CDC Evaluation and Performance Measurement Strategy:

This section presents example measures that CDC will use to track the implementation of awardee strategies and activities (process evaluation) and examples of how CDC will determine progress on achieving the project period outcomes (outcome evaluation).

In many cases, data used for performance measurement are administrative data that already exist within states. In some cases, states may propose to collect new data to allow for outcome measurement depending on the strategies selected.

This FOA's Logic Model shows the expected outcomes of this program. States are expected to see short-term policy and program developments around PDMPs, high-burden communities, insurers/health systems, and indicators of system or practice change. Which short-term changes states should expect to see depends on the specific priority strategies they select and the activities they advance.

In the intermediate term, states are expected to see impacts on key behaviors that drive the epidemic among providers, patients, high-burden communities, and insurers/health systems. In the long-term, states should expect changes in health outcomes—including rates of opioid abuse and treatment, opioid-related ED visits, and overdose deaths.

Process and Outcome Performance Measures

To understand why an outcome did or did not occur, it is critical to capture process or implementation outcomes as well. An analysis that includes both process and outcome measures is necessary to determine what is working well and what may need to change in order to get to impact.

To show how to measure performance over the course of the funding, below CDC has provided example measures for process and outcome evaluation. These are offered to give applicants an understanding of the scope and breadth of implementation and outcome evaluation related to this FOA.

These example measures are neither comprehensive nor final. CDC will work with awardees in the first year of the project to discuss and finalize performance measures. Awardees will be expected to report their performance measures at least annually and preferably on a semi-annual basis. For specific reporting requirements, refer to section F.3.b "Annual Performance Report" and F.3.c "Performance Measure Reporting" later in this FOA.

Awardees will track and report on appropriate process measures for the strategies and activities they have undertaken. These measures are to help track the implementation of strategies and their component activities. CDC will work with awardees in the six months following award to finalize these measures

Example Process (Implementation) Performance Measures

Strategy	Example Process Performance Measures
Enhance and Maximize PDMPs	• Was there improved efficiency of the PDMP registration process? • Were there increases in access to PDMP, for example, increases in the number or types of healthcare professionals with access PDMP data? • Were there reductions in PDMP data collection intervals? • Did improvements to the PDMP infrastructure or information systems improve proactive reporting? • Did the enhancements to the reporting system increase frequency and quality of reporting? • Were there linkages made between PDMP data and health outcome data?
Implementing Community or Insurer/Health System Interventions	• Was there an increase in local health department capacity to develop and disseminate analyses of local prescribing and mortality trends? • Was there an increase in the number or scope of academic detailing for outlier opioid prescribers? • Was there an increase in the number of proactive notifications sent to outlier prescribers? • Was there an increase in the number of patients enrolled in Patient Review and Restriction programs?
Policy Evaluation	• Was the implementation of the selected policy evaluated (e.g., observation checklists or logs, record reviews, list of barriers and facilitators to implementation, documentation of completion of steps in CDC Framework for Program Evaluation)? • Was there an outcome evaluation conducted related to the impact of the selected policy? • Was a comprehensive evaluation report generated, integrating information from the implementation and outcome evaluation?
Rapid ResponseProject	• Were internal and external stakeholders and partners convened to develop a process to identify RRPs? • Was an RRP identified and developed?

Grantees will track and report on outcome measures for the outcomes they are being held accountable for. These measures are to help measure progress on achievement of the accountable outcomes.

The table below lists example outcome measures for selected outcomes in some of the categories of short-term, intermediate-term, and long-term outcomes. CDC will work with awardees in the six months following award to finalize these measures for all relevant outcomes.

Example Short and Intermediate Term Outcomes and Measures

EXAMPLE SHORT –TERM OUTCOMES **Policy/Program Development**	
Example Outcome	**Example Outcome Measure/Indicator**
Reduced barriers to PDMP registration and use	• Expanded list of providers able to use PDMP • Reduction in amount of time and number of steps required to register for PDMP
Implementation of community level interventions in state "hot spots"	• Execution of data sharing and use agreements between local partners and agencies

Expanded opioid management programs	• Increase in the number of claims reviews conducted to identify high-risk prescribing (e.g., high-dose opioids, opioids from multiple prescribers for same patient, opioids co-prescribed with benzodiazepines) • Increased projected patient capacity for opioid management programs
EXAMPLE INTERMEDIATE-TERM OUTCOMES **Behavior Change**	
Example Outcome	**Example Outcome Measure/Indicator**
Increased registration and use of PDMP	• Increase in the number/percent of providers and dispensers registered in PDMP
Decreased rate of high dose (>100 MME/day) opioid Rx	• Increase in the percentage of providers who check the PDMP the first time an opioid pain reliever prescription is written for a patient
Decreased use of multiple prescribers for opioids	• Percent of patients receiving more than an average daily dose of >100 morphine milligram equivalents (across all opioid prescriptions)*
Decreased prescribing of long acting/extended release opioids for patients who are opioid-naïve (i.e., have not taken prescription opioids in 60 days)	• Rate of multiple provider episodes for prescription opioids (5 or more prescribers and 5 or more pharmacies in a 6-month period) per 100,000 residents*
Reduced instance of opioid prescription overlap	• Decrease in the percent of patients prescribed long-acting/extended-release (LA/ER) opioids who were opioid-naïve (i.e., have not taken prescription opioids in 60 days)*
Reduced overlap of opioid prescriptions with benzodiazepine prescriptions.	• Percent of prescribed days overlap between opioid prescriptions*
Improvements in key provider and patient behaviors in high-burden areas of state	• E.g., decreased rate of high dose opioid prescribing, decreased number of outlier providers, decreased patient use of multiple providers for opioids
Increased use of claims reviews to identify high-risk prescribing	• Number of claim reviews to identify outlier prescribing
Increased number of patients in opioid management programs	• Number of patients actively enrolled in program
**** Can be generated with SAS programs that CDC will provide to awardees. Awardees will be expected to provide this information.***	

Long-term Health Outcomes

To assess the long-term impact of awardees' activities on the health of their residents, awardees will be required to calculate and report to CDC seven health outcomes each year:

1. Rate/number of emergency department (ED) visits related to acute poisonings associated with the effects of opioid analgesics.
2. Rate/number of emergency department (ED) visits related to heroin poisoning.
3. Rate/number of ED visits related to acute poisonings due to the effects of drugs.
4. Age-adjusted mortality rate of fatalities related to acute poisonings associated with the effects of opioid analgesics.
5. Age-adjusted mortality rate of fatalities related to heroin.
6. Age-adjusted mortality rate of fatalities related to acute poisonings associated with the effects of prescription drugs.
7. Age-adjusted mortality rate of fatalities related to acute poisonings due to the effects of drugs.

Awardees are strongly encouraged to collect more timely information by tracking quarterly the rate/number of ED visits related to drug overdoses (e.g., syndromic surveillance) or death certificates.

Information on how to calculate the indicators will be provided to awardees and finalized during the first year of funding, in consultation with awardees.

Cross-Site National Evaluation

For the cross-site evaluation (as resources permit), CDC and any contracted agents will lead the design, work and collaborate with awardees to identify research questions, coordinate data collection/submission, oversee analysis, and disseminate findings to awardees and other key stakeholders. Awardees are expected to participate in and provide administrative data for a cross-site national evaluation of the program. It is anticipated that awardees will share data sources (e.g., de-identified aggregate PDMP data, claims data) with CDC to assist in evaluation efforts. Evaluators within state programs are expected to collaborate with CDC and contracted evaluators to identify evaluation questions based on selected strategies, share data sources, and implement cross-site evaluation activities. The CDC evaluation team will use the CDC Framework for Program Evaluation in Public Health (http://www.cdc.gov/eval/framework/index.htm) to assist in designing the evaluation strategy.

The cross-site evaluation will consider both process and outcome measures for all four priority strategies. The evaluation will assess the progress of

each awardee and determine the feasibility and utility of a cross-awardee comparisons (i.e., what common activities can be compared across awardees). Results from the cross-site evaluation will support continuous quality improvement for the program, contribute to the evidence about effective practices to reduce prescription drug overdose morbidity and mortality, document and share lessons learned to support replication of successful interventions, and inform future funding opportunities at CDC.

ii. Applicant Evaluation and Performance Measurement Plan

Applicants must provide an Evaluation and Performance Measurement Plan that is consistent with the CDC Evaluation and Performance Measurement Strategy section of the CDC Project Description of this FOA. Data collected must be used for ongoing monitoring of the award to evaluate its effectiveness, and for continuous program improvement.

The Evaluation and Performance Measurement plan must:

- Be no more than 25 pages (excluding tables and diagrams)
- Be organized around the selected priority strategies 1-4.
- Describe the type of evaluations (i.e., process, outcome, or both).
- Describe key evaluation questions to be addressed by these evaluations.
- Describe indicators, data sources (specifying if administrative data already exists or if new/primary data collection is necessary), and frequency of data collection. Collection and sharing of timely (i.e., within one year) aggregate morbidity and mortality data is of particular interest and importance.
- Describe how key program partners will participate in the evaluation and performance measurement planning processes.
- Describe how evaluation findings will be used for continuous program quality improvement.
- Describe the dissemination channels (including public ones) and audiences for performance measures and evaluation findings.
- Affirm ability to collect the performance measures and respond to the evaluation questions specified in the CDC strategy. (For guidance regarding the Paperwork Reduction Act, please visit (http://www.hhs.gov/ocio/policy/collection/infocollectfaq.html)

When preparing an evaluation and performance measurement plan it is important to keep in mind resource considerations, how results will be disseminated, and how results will be used.

Resources. Resource considerations affect scope and level of effort. For example:

- What resources are available to conduct the evaluation?
- How will you prioritize your evaluation questions/activities given the resources you have available?
- What data are available to you/are you already collecting?
- How often will data be collected?
- Who is responsible for collecting the data?

Dissemination. It is important to know how you will share your evaluation findings with your stakeholders, and how these findings will be used. Referring back to your evaluation goals can help you focus your dissemination activities. Was your goal to evaluate your program for the purpose of improving it, or was the purpose of your evaluation to show the impact of your activities on selected outcomes? The answers to these questions, and the ones below, can help you organize your plan for disseminating and using your evaluation findings.

- Who are your audiences—both internal and external? (e.g., project team, coalition members, state public health department, state decision makers, community members, potential funders, etc.)
- How will you disseminate the evaluation findings to your audiences (e.g., presentation at a meeting, brief fact sheet/summary of findings, comprehensive report, weekly program improvement meetings, overview of findings on a website, etc.)?
- Who will develop these dissemination materials and/or present your evaluation findings to key stakeholders?
- Please refer to http://www.cdc.gov/dhdsp/docs/Evaluation_Reporting_Guide.pdf for more information on how to ensure use of evaluation findings.

Use. A goal of any evaluation is to ensure that the findings are used by the stakeholders. Writing the report is not the end point or the final step in the evaluation process. To ensure use of evaluation findings, work must continue beyond completing a final report.

- What are your plans for using evaluation findings? (e.g., program improvement, generating stakeholder buy-in, demonstrating impact, etc.)
- How, where, and when will the findings be used?
- Who will use these findings?
- How will you monitor the use of these findings?

Awardees will be required to submit a more detailed Evaluation and Performance Measurement Plan within the first six months of the project, as outlined in the reporting section of this FOA.

c. Organizational Capacity of Awardees to Execute the Approach

Applicants need to demonstrate the capacity to complete all activities proposed. "Organizational capacity" demonstrates the applicant's ability to successfully execute the FOA strategies and meet project outcomes. Applicants should have adequate infrastructure (physical space and equipment), workforce capacity and competence, relevant skill sets, information and data systems, and electronic information and communication systems to implement the award.

Applicants must describe their organizational capacity to carry out the strategies and activities proposed. Please describe:

- Prior knowledge and experience working with the strategies selected.
- Proven ability to collect data at a population level and use data to demonstrate impact.
- Experience with planning and implementing programs state-level and/or statewide.
- Experience with evaluating programs state-level and/or statewide.

Specifically, the applying organization should have existing staff with expertise in program implementation, surveillance, program and performance management, evaluation, policy and management of travel and program requirements, and the full capability to manage the required award. Applicants should identify a qualified **evaluator who will conduct evaluation activities** within the state and collaborate with the CDC evaluation team. Please document these capabilities with résumés of key staff.

d. Work Plan

Applicants must prepare a detailed work plan for the first year of the award and a high-level plan for subsequent years. If funded, CDC will provide feedback and technical assistance to help finalize the work plan post-award.

Applicants must name this file "Work Plan" and upload it as a PDF file on www.grants.gov.

Applicants should organize the work plan according to the Priority Strategies being advanced and the Major Activities selected. The work plan at a minimum should:

1. Describe major activities and sub-activities to be conducted to meet the program outcomes for each of the chosen priority strategies.
2. Include a single, state-specific Logic Model describing the comprehensive approach being proposed to work toward the outcomes specified on the overall CDC program logic model.
3. List objectives that are Specific, Measurable, Achievable, Relevant, and Time-phased (SMART) during the first 12-month budget period. The applicant should also develop a long-term work plan of overarching goals that will be accomplished over the entire cooperative agreement project cycle.
4. Describe possible barriers to or facilitators for reaching each objective.
5. Provide a timeline that identifies key activities and assigns approximate dates for inception and completion.
6. Describe the multi-sector collaboration that will be formed to assist in carrying out the proposed activities.
7. Describe staff and administrative roles and functions to support implementation of the award, including evaluation functions.
8. Explain administration and assessment processes to ensure successful implementation and quality assurance.
9. Explain how lessons learned will be translated and disseminated (e.g., through publications, presentations).

e. CDC Monitoring and Accountability Approach

Monitoring activities include routine and ongoing communication between CDC and awardees, site visits, and awardee reporting (including work plans, performance, and financial reporting). Consistent with applicable grants regulations and policies, CDC expects the following to be included in post-award monitoring for grants and cooperative agreements:

- Tracking awardee progress in achieving the desired outcomes.
- Ensuring the adequacy of awardee systems that underlie and generate data reports.
- Creating an environment that fosters integrity in program performance and results.

Monitoring may also include the following activities:

- Ensuring that work plans are feasible based on the budget and consistent with the
- intent of the award.
- Ensuring that awardees are performing at a sufficient level to achieve outcomes within stated timeframes.
- Working with awardees on adjusting the work plan based on achievement of outcomes, evaluation results and changing budgets.
- Monitoring performance measures (both programmatic and financial) to assure satisfactory performance levels.

Other activities deemed necessary to monitor the award, if applicable.

These activities may include monitoring and reporting activities that assist grants management staff (e.g., grants management officers and specialists, and project officers) in the identification, notification, and management of high-risk grantees.

Applicant's budget must include travel for two to four staff to a two-day kickoff meeting at CDC's National Center for Injury Prevention and Control in Atlanta, GA at the beginning of the first-year of the project. All awardees will attend this meeting. For the second, third, and fourth years of the project period, the budget should include annual reverse site visits for two program staff to visit Atlanta and meet with CDC staff.

f. CDC Program Support to Awardees (THIS SECTION APPLIES ONLY TO COOPERATIVE AGREEMENTS)

CDC will provide substantial involvement beyond regular performance and financial monitoring during the project period. Substantial involvement means that applicants can expect federal programmatic partnership in carrying out the effort under the award. CDC will work in partnership with awardees to ensure the success of the cooperative agreement by:

- Providing cross-site and awardee-specific surveillance technical assistance such as providing tools to identify drug poisonings using ICD-9-CM, ICD-10, text searches and ICD-10-CM, if implemented during the award period;
- Providing technical assistance to revise annual work plans;
- Assisting in advancing program activities to achieve project outcomes;
- Providing scientific subject matter expertise and resources;
- Collaborating with awardees to develop evaluation plans that align with CDC evaluation activities;
- Providing technical assistance on awardee's evaluation and performance measurement plan;
- Providing technical assistance to define and operationalize performance measures;
- Facilitating the sharing of information among grantees;
- Participating in relevant meetings, committees, conference calls, and working groups related to the cooperative agreement requirements to achieve outcomes;
- Coordinating communication and program linkages with other CDC programs and Federal agencies, such as Centers for Medicare and Medicaid Services (CMS), Food and Drug Administration (FDA), the National Institutes of Health (NIH), the Substance Abuse and Mental Health Services Administration (SAMHSA), and the HHS Office of the National Coordinator for Health Information Technology (ONC).
- Translating and disseminating lessons learned through publications, meetings, surveillance measures and other means on promising and best practices to expand the evidence base.

B. Award Information

1. Funding Instrument Type: Cooperative Agreement

CDC's substantial involvement in this program appears in the CDC Program Support to Awardees Section.

2. Award Mechanism: U17

3. Fiscal Year: 2015

Estimated Total Funding: $55,600,000

4. Approximate Total Fiscal Year Funding: $13,900,000

5. Approximate Project Period Funding: $55,600,000

6. Total Project Period Length: 4 year(s)

7. Expected Number of Awards: 16

8. Approximate Average Award: $875,000 Per Budget Period

9. Award Ceiling: $1,000,000 Per Budget Period

10. Award Floor: $750,000 Per Budget Period

11. Estimated Award Date: 09/15/2015

Throughout the project period, CDC will continue the award based on the availability of funds, the evidence of satisfactory progress by the awardee (as documented in required reports), and the determination that continued funding is in the best interest of the federal government. The total number of years for which federal support has been approved (project period) will be shown in the "Notice of Award." This information does not constitute a commitment by the federal government to fund the entire period. The total project period comprises the initial competitive segment and any subsequent non-competitive continuation award(s).

12. Budget Period Length: 12 month(s)

13. Direct Assistance

Direct Assistance (DA) is not available through this FOA.

C. Eligibility Information

1. Eligible Applicants

Eligibility Category: State governments

2. Additional Information on Eligibility

Current Boost States: States funded under the Boost FOA (CDC-RFA-CE14-1404) are eligible to apply for this program. If a state currently receiving support under Prevention Boost receives funding under this FOA, it will no longer receive funding under Boost and will instead receive funding exclusively under this program. Prevention Boost states that do not apply or are not awarded funds under this program will continue their work under Boost.

Because this funding requires activity to enhance state PDMPs, states where a PDMP is not authorized are not eligible to apply for this funding.

Applicants must provide a Letter of Support (LOS) from:

- A state-level law enforcement authority in their state. The LOS must show that the law enforcement authority supports the application and agrees to regular meetings to support and coordinate activities.
- The state substance abuse services authority in their state. The LOS must show that the substance abuse authority supports the application and agrees to regular meetings to support and coordinate activities.
- The PDMP authority in their state showing the PDMP authority supports the application, agrees to quarterly meetings to support and coordinate activities, and how the PDMP authority will facilitate proposed activities for enhancing and maximizing the state's PDMP.

Applicants implementing insurer/health system interventions under Priority Strategy #2 must provide a LOS from the state authority managing the entity where the work is focused. For example, if a proposal is for creating an opioid management program for the state Medicaid program, show an LOS from the Medicaid authority. If improving an element of the Workers' Compensation program, provide a LOS from the Workers' Compensation authority. If the applicant is integrating and/or disseminating evidence-based opioid prescribing guidelines in partnership with a particular health system or insurance program, the applicant should include a LOS from that system or program. The LOS must demonstrate the authority's support, agreement to quarterly meetings, and explanation of how the state authority will facilitate the proposed activities.

If the priority strategy of policy evaluation is chosen, applicants must provide a LOS from agencies that maintain access to relevant data the state will be using for evaluation. The LOS must indicate the agency's support and agreement to share data for evaluation purposes.

The award ceiling for this FOA is $1,000,000. CDC will consider any application requesting an award higher than this amount as non-responsive and it will receive no further review. If a pre-application is required, then specify here and include it in the special eligibility requirements section. (http:// www.hhs.gov/ asfr/ ogapa/ aboutog/ hhsgps107.pdf)

3. Justification for Less than Maximum Competition

Competition is limited to state health departments (SHDs) or their bona fide agents. SHDs are critical to the success of this FOA for several reasons: (1) the surveillance and evaluation capacity unique to SHDs; (2) the authority and connections of SHDs to other stakeholders at the state level; (3) the necessity of state-level perspective for applicable lessons learned to inform other SHDs; and (4) the connection and likely collaboration with other injury awardees.

SHDs have the unique epidemiologic and surveillance capacity to identify crucial trends and patterns driving the epidemic. Identifying such patterns is critical for all the interventions funded under this program. Further, evaluation is a required and integral piece of this FOA and SHDs are unique in their evaluation capacity and expertise at the state level, especially with regard to the impact of the kind of health-related interventions at the core of this FOA.

SHDs also have deep collaborative relationships with, or direct authority over, all of the critical state-level stakeholders needed to advance the FOA's focus areas--including PDMPs, state boards of medical licensure, state boards of pharmacy, and state health insurance programs like Medicaid or Workers Compensation. No other entity or body within the state government has the necessary connections and collaborative relationships necessary to fulfill the requirements of this FOA.

Another purpose of this FOA is to create a reproducible model for state action on prescription drug overdose. Because this FOA will only fund a small number of states, it is critical that the lessons learned from this project are applicable to other state efforts. Every state has a SHD that can serve as the hub of prevention efforts, further supporting the necessity of awarding grants solely to SHDs as under this FOA.

Failure to limit eligibility to SHDs would undercut the purposes of this funding. Non-SHD awardees would lack the surveillance and evaluation expertise needed to fulfill the funding's objective. Such awardees would also lack the connections and collaborations with the state-level organizations like PDMPs and state Medicaid programs necessary to advance the Priority Strategies. This lack of capacity, expertise, and connection would make it extremely unlikely awardees could fulfill the requirements of the funding or achieve the expected outcomes of the project. The utility of lessons learned from the funding—one of the key purposes of the program—would be seriously undermined, as it would be unlikely to be applicable to state health departments, who are in critical need of demonstrated effective approaches to prescription drug overdose prevention.

4. Cost Sharing or Matching

Cost Sharing / Matching Requirement:	No

Cost sharing or matching funds are not required for this program. Although no statutory matching requirement for this FOA exists, leveraging other resources and related ongoing efforts to promote sustainability is strongly encouraged.

Consistent with the cited authority for this announcement and applicable grants regulations, sources for cost sharing or matching may include complementary foundation funding, other U.S. government funding sources including programs supported by HHS or other agencies (e.g., Department of Agriculture, Department of Education, Department of Housing and Urban Development, Department of Transportation, Environmental Protection Agency, U.S. Park Service) and other funding sources. Applicants should coordinate with multiple sectors such as public health, transportation, education, health care delivery, and agriculture.

5. Maintenance of Effort

Maintenance of effort is not required for this program.

D. Required Registrations

Additional materials that may be helpful to applicants: http://www.cdc.gov/od/pgo/funding/docs/Financial ReferenceGuide.pdf.

1. Required Registrations

An organization must be registered at the three following locations before it can submit an application for funding at www.grants.gov.

a. Data Universal Numbering System: All applicant organizations must obtain a Data Universal Numbering System (DUNS) number. A DUNS number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). It will be used as the Universal Identifier when applying for federal awards or cooperative agreements.

The applicant organization may request a DUNS number by telephone at 1-866-705-5711 (toll free) or Internet at http://fedgov.dnb.com/webform/displayHomePage.do. The DUNS number will be provided at no charge.If funds are awarded to an applicant organization that includes sub-awardees, those sub-awardees must provide their DUNS numbers before accepting any funds.

b. System for Award Management (SAM): The SAM is the primary registrant database for the federal government and the repository into which an entity must submit information required to conduct business as an awardee. All applicant organizations must register with SAM, and will be assigned a SAM number. All information relevant to the SAM number must be current at all times during which the applicant has an application under consideration for funding by CDC. If an award is made, the SAM information must be maintained until a final financial report is submitted or the final payment is received, whichever is later. The SAM registration process usually requires not more than five business days, and registration must be renewed annually. Additional information about registration procedures may be found at www.SAM.gov.

c. Grants.gov: The first step in submitting an application online is registering your organization through www.grants.gov, the official HHS E-grant website. Registration information is located at the "Get Registered" option at www.grants.gov.

All applicant organizations must register with www.grants.gov. The one-time registration process usually takes not more than five days to complete. Applicants must start the registration process as early as possible.

2. Request Application Package

Applicants may access the application package at www.grants.gov.

3. Application Package

Applicants must download the SF-424, Application for Federal Assistance, package associated with this funding opportunity at www.grants.gov. If Internet access is not available, or if the online forms cannot be accessed, applicants may call the CDC PGO staff at 770-488-2700 or e-mail PGO PGOTIM@cdc.gov for assistance. Persons with hearing loss may access CDC telecommunications at TTY 1-888-232-6348.

4. Submission Dates and Times

If the application is not submitted by the deadline published in the FOA, it will not be processed. PGO personnel will notify the applicant that their application did not meet the deadline. The applicant must receive pre-approval to submit a paper application (see Other Submission Requirements section for additional details). If the applicant is authorized to submit a paper application, it must be received by the deadline provided by PGO.

a. Letter of Intent Deadline (must be emailed or postmarked by)

Due Date for Letter of Intent: **03/16/2015**

b. Application Deadline

Due Date for Applications: **05/08/2015**, 11:59 p.m. U.S. Eastern Standard Time, at www.grants.gov. If Grants.gov is inoperable and cannot receive applications, and circumstances preclude advance notification of an extension, then applications must be submitted by the first business day on which grants.gov operations resume.

Date for Informational Conference Call: 03/11/2015

Informational conference call for potential applicants: Wednesday March 11, 2015 at 1:00PM ET

Conference call number: (855) 644-0229 Conference ID: 9654605

The purpose of **Amendment 1** to this FOA is to provide additional clarifying information based on questions received from potential applicants during the Pre-Application Informational Conference Call held on March 11, 2015. A summary of the questions and answers can be found in Section H. Other Information beginning on page 39 of the amended FOA.

5. CDC Assurances and Certifications

All applicants are required to sign and submit "Assurances and Certifications" documents indicated at http://www.cdc.gov/grants/interestedinapplying/applicationprocess.html.

- Complete the applicable assurances and certifications on an annual basis, name the file "Assurances and Certifications" and upload it as a PDF file at www.grants.gov
- Complete the applicable assurances and certifications and submit them directly to CDC on an annual basis at http://wwwn.cdc.gov/grantassurances/(S(mj444mxct51lnrv1hljjjmaa))/ Homepage.aspx

Assurances and certifications submitted directly to CDC will be kept on file for one year and will apply to all applications submitted to CDC by the applicant within one year of the submission date.

6. Content and Form of Application Submission

Applicants are required to include all of the following documents with their application package at www.grants.gov.

7. Letter of Intent

An LOI is requested but optional. The content of the LOI can be very simple — all CDC is looking for is a letter from the applicant stating the intention to apply.
LOI must be sent via U.S. express mail, delivery service, fax, or email to:
Eric S. Gross
CDC, National Center for Injury Prevention and Control
Address: 4770 Buford Hwy. NE
Mailstop F-62
Atlanta, GA 30341
euw9@cdc.gov
Phone: 770.488.4398
Fax: 770.488.3551

8. Table of Contents

(No page limit and not included in Project Narrative limit): The applicant must provide, as a separate attachment, the "Table of Contents" for the entire submission package.

Provide a detailed table of contents for the entire submission package that includes all of the documents in the application and headings in the "Project Narrative" section. Name the file "Table of Contents" and upload it as a PDF file under "Other Attachment Forms" at www.grants.gov.

9. Project Abstract Summary

(Maximum 1 page)

A project abstract is included on the mandatory documents list and must be submitted at www.grants.gov. The project abstract must be a self-contained, brief summary of the proposed project including the purpose and outcomes. This summary must not include any proprietary or confidential information. Applicants must enter the summary in the "Project Abstract Summary" text box at www.grants.gov.

10. Project Narrative

(Maximum of 20 pages, single spaced, Calibri 12 point, 1-inch margins, number all pages. Content beyond 20 pages will not be considered. The 20 page limit includes the work plan. For a multi-component FOA, maximum page limit is 25.)

The Project Narrative must include all of the bolded headings shown in this section. The Project Narrative must be succinct, self-explanatory, and in the order outlined in this section. It must address outcomes and activities to be conducted over the entire project period as identified in the CDC Project Description section. Applicants must submit a Project Narrative with the application forms. Applicants must name this file "Project Narrative" and upload it at www.grants.gov.

a. Background

Applicants must provide a description of relevant background information that includes the context of the problem (See CDC Background).

b. Approach

i. Purpose

Applicants must describe in 2-3 sentences specifically how their application will address the problem as described in the CDC Background section.

ii. Outcomes
Applicants must clearly identify the outcomes they expect to achieve by the end of the project period. Outcomes are the results that the program intends to achieve. All outcomes must indicate the intended direction of change (e.g., increase, decrease, maintain). (See the logic model in the Approach section of the CDC Project Description.)

iii. Strategies and Activities
Applicants must provide a clear and concise description of the strategies and activities they will use to achieve the project period outcomes. Applicants must select existing evidence-based strategies that meet their needs, or describe in the Applicant Evaluation and Performance Measurement Plan, how these strategies will be evaluated over the course of the project period. (See CDC Project Description: Strategies and Activities section.)

1. Collaborations
Applicants must describe how they will collaborate with programs and organizations either internal or external to CDC.

Applicants must file letters of support, as appropriate, name the file "Letters of Support", and upload it as a PDF file at www.grants.gov.

The required letters of support are described in the "Collaborations" section below. If applicants are submitting additional optional materials (e.g., MOUs, MOAs) that demonstrate collaborations in support of the proposed activities, the file should be named "Other Documentation of Collaborations", and upload it as a PDF file at www.grants.gov.

2. Target Populations
Applicants must describe the specific target population(s) in their jurisdiction and explain how such a target will achieve the goals of the award and/or alleviate health disparities. Refer back to the CDC Project Description section – Approach: Target Population.

c. Applicant Evaluation and Performance Measurement Plan
Applicants must provide an overall evaluation and performance measurement plan that is consistent with the CDC Evaluation and Performance Measurement Strategy section of the CDC Project Description of this FOA. Data collected must be used for ongoing monitoring of the award to evaluate its effectiveness, and for continuous program improvement.

The plan must:

- Affirm the ability to collect the performance measures and respond to the evaluation questions specified in the CDC strategy. (For guidance regarding the Paperwork Reduction Act, please visit http://www.hhs.gov/ocio/policy/collection/infocollectfaq.html)
- Describe how key program partners will participate in the evaluation and performance measurement planning processes.
- Describe how evaluation findings will be used for continuous program quality improvement.

Where the applicant chooses to, or is expected to, take on specific evaluation studies:

- Describe the type of evaluation(s) (i.e., process, outcome, or both) to be conducted.
- Describe key evaluation questions to be addressed by these evaluations.
- Describe other information relevant to the evaluation (e.g., measures, data sources)

Timely collection and sharing of aggregate morbidity and mortality data with CDC is important to quality evaluation. Applicants should expect to share with CDC yearly counts of drug overdose morbidity and/or mortality data aggregated at the state level within a year of injury or death. Provision of evidence of such a data sharing capacity is strongly encouraged.

Awardees will be required to submit a more detailed evaluation and performance measurement plan within the first 6 months of the project, as outlined in the reporting section of the FOA.

d. Organizational Capacity of Applicants to Implement the Approach
Applicant must address the organizational capacity requirements as described in the CDC Project Description.

Please include appropriate CVs, resumes, and organizational charts that will demonstrate organizational capacity. Name this file "CVs/Resumes" or "Organizational Charts" and upload it at www.grants.gov.

11. Work Plan
(Included in the Project Narrative's 20 page limit)

Applicants must prepare a work plan consistent with the CDC Project Description Work Plan section. The work plan integrates and delineates more specifically how the awardee plans to carry out achieving the project period outcomes, strategies and activities, evaluation and performance measurement.

Applicants must name this file "Work Plan" and upload it as a PDF file at www.grants.gov.

12. Budget Narrative
Applicants must submit an itemized budget narrative, which may be scored as part of the Organizational Capacity of Awardees to Execute the Approach. When developing the budget narrative, applicants must consider whether the proposed budget is reasonable and consistent with the purpose, outcomes, and program strategy outlined in the project narrative. The budget must include:

- Salaries and wages
- Fringe benefits
- Consultant costs
- Equipment
- Supplies
- Travel

- Other categories
- Contractual costs
- Total Direct costs
- Total Indirect costs

Indirect costs will not be reimbursed under grants to foreign organizations, international organizations, and foreign components of grants to domestic organizations (does not affect indirect cost reimbursement to the domestic entity for domestic activities). The CDC will not reimburse indirect costs unless the recipient has an indirect cost rate covering the applicable activities and period.

For guidance on completing a detailed budget, see Budget Preparation Guidelines at:http://www.cdc.gov/grants/interestedinapplying/applicationresources.html .

If applicable and consistent with the cited statutory authority for this announcement, applicant entities may use funds for activities as they relate to the intent of this FOA to meet national standards or seek health department accreditation through the Public Health Accreditation Board (see: http://www.phaboard.org). Applicant entities to whom this provision applies include state, local, territorial governments (including the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, the Commonwealth of the Northern Marianna Islands, American Samoa, Guam, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau), or their bona fide agents, political subdivisions of states (in consultation with states), federally recognized or state-recognized American Indian or Alaska Native tribal governments, and American Indian or Alaska Native tribally designated organizations. Activities include those that enable a public health organization to deliver public health services such as activities that ensure a capable and qualified workforce, up-to-date information systems, and the capability to assess and respond to public health needs. Use of these funds must focus on achieving a minimum of one national standard that supports the intent of the FOA. Proposed activities must be included in the budget narrative and must indicate which standards will be addressed.

Applicants must name this file "Budget Narrative" and upload it as a PDF file at www.grants.gov. If requesting indirect costs in the budget, a copy of the indirect cost-rate agreement is required. If the indirect costs are requested, include a copy of the current negotiated federal indirect cost rate agreement or a cost allocation plan approval letter for those Grantees under such a plan. Applicants must name this file "Indirect Cost Rate" and upload it atwww.grants.gov.

Applicants submitting activities under Priority Strategy #4 (developing and implementing a Rapid Response Project) cannot use more than 10% of their award to advance that project. Year 1 of activities under Priority Strategy #4 will be dedicated to developing a plan for identifying, selecting, and implementing the Rapid Response Project(s). Years 2-4 of the project period will be dedicated to the implementation of the Rapid Response Project.

Applicant's budget must include travel for two to four staff to a two-day kickoff meeting at CDC's National Center for Injury Prevention and Control in Atlanta, GA at the beginning of the first-year of the project. All awardees will attend this meeting. For the second, third, and fourth years of the project period, the budget should include annual reverse site visits for two program staff to visit Atlanta and meet with CDC staff.

13. Tobacco and Nutrition Policies

Awardees are encouraged to implement tobacco and nutrition policies.

Unless otherwise explicitly permitted under the terms of a specific CDC award, no funds associated with this FOA may be used to implement the optional policies, and no applicants will be evaluated or scored on whether they choose to implement these optional policies.

CDC supports implementing evidence-based programs and policies to reduce tobacco use and secondhand smoke exposure, and to promote healthy nutrition. CDC encourages all awardees to implement the following optional recommended evidence-based tobacco and nutrition policies within their own organizations. The tobacco policies build upon the current federal commitment to reduce exposure to secondhand smoke, specifically The Pro-Children Act, 20 U.S.C. 7181-7184, that prohibits smoking in certain facilities that receive federal funds in which education, library, day care, health care,or early childhood development services are provided to children.

Tobacco Policies:

1. Tobacco-free indoors: Use of any tobacco products (including smokeless tobacco) or electronic cigarettes is not allowed in any indoor facilities under the control of the awardee.
2. Tobacco-free indoors and in adjacent outdoor areas: Use of any tobacco products or electronic cigarettes is not allowed in any indoor facilities, within 50 feet of doorways and air intake ducts, and in courtyards under the control of the awardee.
3. Tobacco-free campus: Use of any tobacco products or electronic cigarettes is not allowed in any indoor facilities or anywhere on grounds or in outdoor space under the control of the awardee.

Nutrition Policies:

1. Healthy food-service guidelines must, at a minimum, align with HHS and General Services Administration Health and Sustainability Guidelines for Federal Concessions and Vending Operations. These guidelines apply to cafeterias, snack bars, and vending machines in any facility under the control of the awardee and in accordance with contractual obligations for these services (see: http://www.gsa.gov/ graphics/pbs/Guidelines_for_ Federal_ Concessions_and_Vending _ Operations.pdf).
2. Resources that provide guidance for healthy eating and tobacco-free workplaces are:

http://www.cdc.gov/ nccdphp/dnpao/hwi/ toolkits/ tobacco/index.htm

http://www. thecommunityguide.org/ tobacco/index.html

http:// www.cdc.gov /obesity /strategies /food-serv-guide.html

14. Health Insurance Marketplaces

A healthier country is one in which Americans are able to access the care they need to prevent the onset of disease and manage disease when it is present. The Affordable Care Act, the health care law of 2010, creates new Health Insurance Marketplaces, also known as Exchanges, to offer millions of Americans affordable health insurance coverage. In addition, the law helps make prevention affordable and accessible for Americans by requiring health plans to cover certain recommended preventive services without cost sharing. Outreach efforts will help families and communities understand these new options and provide eligible individuals the assistance they need to secure and retain coverage as smoothly as possible. For more information on the Marketplaces and the health care law, visit: www.HealthCare.gov.

15. Intergovernmental Review

The application is subject to Intergovernmental Review of Federal Programs, as governed by Executive Order 12372, which established a system for state and local intergovernmental review of proposed federal assistance applications. Applicants should inform their state single point of contact (SPOC) as early as possible that they are applying prospectively for federal assistance and request instructions on the state's process. The current SPOC list is available at: http://www.whitehouse.gov/omb/grants_spoc/.

16. Pilot Program for Enhancement of Employee Whistleblower Protections

Pilot Program for Enhancement of Employee Whistleblower Protections: All applicants will be subject to a term and condition that applies the terms of 48 CFR section 3.908 to the award and requires that grantees inform their employees in writing (in the predominant native language of the workforce) of employee whistleblower rights and protections under 41 U.S.C. 4712.

17. Funding Restrictions

Restrictions that must be considered while planning the programs and writing the budget are:

- Awardees may not use funds for research.
- Awardees may not use funds for clinical care.
- Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs is not allowed.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See http:// www.cdc.gov /grants /additional requirements /index.htm l#ar12 for detailed guidance on this prohibition and http:// intranet. cdc. gov /od /adp /docs /Implementationof Anti- Lobbying Provisions- June2012.pdf.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

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18. Other Submission Requirements

a. Electronic Submission: Applications must be submitted electronically at www.grants.gov. The application package can be downloaded at www.grants.gov. Applicants can complete the application package off-line and submit the application by uploading it at www.grants.gov. All application attachments must be submitted using a PDF file format. Directions for creating PDF files can be found at www.grants.gov. File formats other than PDF may not be readable by PGO Technical Information Management Section (TIMS) staff.

Applications must be submitted electronically by using the forms and instructions posted for this funding opportunity at www.grants.gov.

If Internet access is not available or if the forms cannot be accessed online, applicants may contact the PGO TIMS staff at 770- 488-2700 or by e-mail at pgotim@cdc.gov, Monday through Friday, 7:30 a.m.–4:30 p.m., except federal holidays. Electronic applications will be considered successful if they are available to PGO TIMS staff for processing from www.grants.gov on the deadline date.

b. Tracking Number: Applications submitted through www.grants.gov are time/date stamped electronically and assigned a tracking number. The applicant's Authorized Organization Representative (AOR) will be sent an e-mail notice of receipt when www.grants.gov receives the application. The tracking number documents that the application has been submitted and initiates the required electronic validation process before the application is made available to CDC.

c. Validation Process: Application submission is not concluded until the validation process is completed successfully. After the application package is submitted, the applicant will receive a "submission receipt" e-mail generated by www.grants.gov. A second e-mail message to applicants will then be generated by www.grants.gov that will either validate or reject the submitted application package. This validation process may take as long as two business days. Applicants are strongly encouraged to check the status of their application to ensure that submission of their package has been completed and no submission errors have occurred. Applicants also are strongly encouraged to allocate ample time for filing to guarantee that their application can be submitted and validated by the deadline published in the FOA. Non-validated applications will not be accepted after the published application deadline date.

If you do not receive a "validation" e-mail within two business days of application submission, please contact www.grants.gov. For instructions on how to track your application, refer to the e-mail message generated at the time of application submission or the Applicant User Guide, Version 1.1, page 102.

http:// www.grants.gov /documents /19/18243 /Grantsgov ApplicantUserGuide .pdf /ce754626 -c2aa-44bc- b701 -30a75bf428c8

d. Technical Difficulties: If technical difficulties are encountered at www.grants.gov, applicants should contact Customer Service at www.grants.gov. The www.grants.gov Contact Center is available 24 hours a day, 7 days a week, except federal holidays. The Contact Center

is available by phone at 1-800-518-4726 or by e-mail at support@www.grants.gov. Application submissions sent by e-mail or fax, or on CDs or thumb drives will not be accepted. Please note that www.grants.gov is managed by HHS.

e. Paper Submission: If technical difficulties are encountered at www.grants.gov, applicants should call the www.grants.gov Contact Center at 1-800-518-4726 or e-mail them at support@www.grants.gov for assistance. After consulting with the Contact Center, if the technical difficulties remain unresolved and electronic submission is not possible, applicants may e-mail or call CDC GMO/GMS, before the deadline, and request permission to submit a paper application. Such requests are handled on a case-by-case basis.

An applicant's request for permission to submit a paper application must:

1. Include the www.grants.gov case number assigned to the inquiry
2. Describe the difficulties that prevent electronic submission and the efforts taken with the www.grants.gov Contact Center to submit electronically; and
3. Be postmarked at least three calendar days before the application deadline. Paper applications submitted without prior approval will not be considered. If a paper application is authorized, PGO will advise the applicant of specific instructions for submitting the application (e.g., original and two hard copies of the application by U.S. mail or express delivery service).

E. Review and Selection Process

1. Review and Selection Process: Applications will be reviewed in three phases.

a. Phase I Review

All applications will be reviewed initially for completeness by CDC PGO staff and will be reviewed jointly for eligibility by the CDC NCIPC and PGO. Incomplete applications and applications that do not meet the eligibility criteria will not advance to Phase II review. Applicants will be notified that their applications did not meet eligibility or published submission requirements.

b. Phase II Review

A review panel will evaluate complete, eligible applications in accordance with the criteria below.

i. Approach
ii. Evaluation and Performance Measurement
iii. Applicant's Organizational Capacity to Implement the Approach

Approach	Maximum Points: 35

1. Purpose, Outcomes, Strategies and Activities, and Target Populations (10 points):
   - Background: Applicants must provide a description of relevant background information that includes the context of the problem, particularly in the applicant's state.
   - Purpose: Applicants must describe in 2-3 sentences specifically how their application will address the problem as described in the Background section of this FOA.
   - Outcomes: Applicants must clearly identify the outcomes they expect to achieve by the end of the project period. Outcomes are the results that the program intends to achieve. All outcomes must indicate the intended direction of change (e.g., increase, decrease, maintain).
   - Strategies and Activities: Applicants must provide a clear and concise description of the strategies and activities they will use to achieve the project period outcomes.
   - Target Populations: Applicants must describe how the interventions to be improved or evaluated target high-risk groups of clinicians and patients to achieve the greatest health impact, as described in the "Target Populations" section of this FOA
2. Work Plan (15 points): Applicants will be scored on their preparation of a work plan consistent with this FOA's "Work Plan" section. It must include a detailed first-year work plan and a high-level plan for subsequent years. This is the applicant's opportunity to clearly show what it will do with the funding. After reading the work plan, reviewers should be able to understand how the applicant plans to carry out achieving the project period outcomes, strategies, and activities.
3. Collaborations (10 points): Applicants will be scored on the extent to which they demonstrate strong, multi-sector collaborations to support their work, including:
   - Inclusion of the Letters of Support (LOS) required under the "Collaboration" section of this FOA. Applicants should carefully read that section to ensure they have all required LOS. Failure to include a required letter of support will be deemed non-responsive.
   - Inclusion of any other recommended MOAs/MOUs/LOSs that demonstrate strategic partnerships and collaborations with organizations that have a role in achieving the FOA outcomes and proposed activities.
   - Demonstration of collaborations with other CDC programs, including Core VIPP states, Core VIPP regional networks, and Injury Control Research Centers, as applicable. Applicants should also demonstrate a commitment to collaborate with the CDC evaluation team on evaluation questions, methods, data sharing, and data analysis.

Evaluation and Performance Management	Maximum Points: 25

Applicants will be scored on the extent to which their evaluation and performance measurement plan addresses:

1. Inclusion of clearly proposed measures of effectiveness (10 points): Measures should be consistent with the components and objectives in the work plan and are designed to measure the intended performance outcomes and relate to the FOA's performance goals.
2. Timely collection and sharing of aggregate morbidity and mortality data with CDC (5 points). Specifically, the 5 points under this criterion will be scored based on the applicant's inclusion of the following elements:
   - Applicant can share with CDC required yearly rates and counts of drug overdose morbidity (e.g., emergency department visits related to drug overdoses) or mortality indicator data (e.g., drug overdose deaths) listed in the CDC Evaluation and Performance Measurement Strategy aggregated at the state level within a year of the calendar year in which the injury occurred (e.g., report the number and rate of drug overdose emergency department visits in 2015 by 12/31/2016) or death occurred (e.g., report the number and rate of drug overdose deaths in 2015 by 12/31/2016) (3 points).
   - Applicant can share with CDC either morbidity (e.g., emergency department visits related to drug overdoses) or mortality data (e.g., drug overdose deaths) aggregated at the state level at least every six months (e.g., share information on the rate and count of drug overdose deaths occurring between 1/1/2016 to 6/30/2016 by 12/31/2016 and share information on drug overdose deaths occurring between 7/1/2016 and 12/31/2016 by 6/30/2017) (2 points)
3. Development of a state- or jurisdiction-specific evaluation plan (8 points). Applicants will be scored on their inclusion of a clearly proposed evaluation plan that is consistent with the work plan and the CDC evaluation performance strategy, and that is feasible and likely to demonstrate grantee performance outcomes, including successes and needed improvements.
4. Participation as requested by CDC in a cross-site national evaluation (2 points). Applicants will be scored on their documented ability and willingness to participate in a cross-site national evaluation.

Applicants Organizational Capacity to Implement the Approach	**Maximum Points: 40**

Applicants will be scored according to the following elements:

1. Prior knowledge and experience working with the strategies selected (10 points).
2. Proven ability to collect data at a population level and use data to demonstrate impact (10 points).
3. Experience with planning, implementing, and evaluating programs state-level and/or statewide (10 points). Applicants should have existing staff with expertise in evaluation, policy and program implementation, surveillance, program and performance management, management of travel and program requirements, and the full capability to manage the required award. Applicants should identify a qualified evaluator who will conduct evaluation activities within the state and collaborate with the CDC evaluation team or provide plans to fill that position within six months of the award.
4. Burden (10 points): Applicants will be scored according to age-adjusted drug overdose death rate in their state. CDC will calculate the points assigned to applicants under this section using 2013 National Vital Statistics System drug overdose mortality by state - applicants do not need to provide any documentation or materials in support of this criterion. Applicants among the states with the 10 highest age-adjusted drug overdose death rates will receive 10 points. Applicants among the states with the 11th—19th highest age-adjusted drug overdose death rates will receive points according to the following table:

Ranking, age-adjusted drug overdose death rate	Points under this criterion
11th	9
12th	8
13th	7
14th	6
15th	5
16th	4
17th	3
18th	2
19th	1
20th and lower	0

5. Budget and Budget Narrative (reviewed, but not scored): Presentation of a reasonable budget that is consistent with the stated objectives and planned program activities.

   Not more than thirty days after the Phase II review is completed, applicants will be notified electronically if their application does not meet eligibility or published submission requirements.

Not more than thirty days after the Phase II review is completed, applicants will be notified electronically if their application does not meet eligibility or published submission requirements.

c. Phase III Review

Applications will be funded in order by score and rank determined by the review panel.

2. Announcement and Anticipated Award Dates

Successful applicants will anticipate notice of funding by August 15, 2015 with a start date of September 15, 2015.

F. Award Administration Information

1. Award Notices

Awardees will receive an electronic copy of the Notice of Award (NOA) from CDC PGO. The NOA shall be the only binding, authorizing document between the awardee and CDC. The NOA will be signed by an authorized GMO and emailed to the Awardee Business Officer listed in application and the Program Director.

Any applicant awarded funds in response to this FOA will be subject to the DUNS, SAM Registration, and Federal Funding Accountability And Transparency Act Of 2006 (FFATA) requirements.

Unsuccessful applicants will receive notification of these results by e-mail with delivery receipt or by U.S. mail.

2. Administrative and National Policy Requirements

Awardees must comply with the administrative and public policy requirements outlined in 45 C.F.R. Part 74 or Part 92 and the HHS Grants Policy Statement, as appropriate.

Brief descriptions of relevant provisions are available at http://www.cdc.gov/grants/additionalrequirements/index.html

The HHS Grants Policy Statement is available at http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf.

*Note that 2 CFR 200 will supersede the administrative requirements (A-110 & A-102), cost principles (A-21, A-87 & A-122) and audit requirements (A-50, A-89 & A-133).

This FOA is for a cooperative agreement. Under the cooperative agreement mechanism, the Centers for Disease Control and Prevention's (CDC) purpose is to support the awardee's activities. Applicants are advised that any activities involving information collection (i.e., surveys, questionnaires, etc.) from 10 or more individuals funded by a cooperative agreement will be subject to PRA determination and may or may not be subject to approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA). PRA applicability will depend on level of CDC involvement with the development, collection and management of information/data.

For more information on the C.F.R. visit http://www.ecfr.gov/cgi-bin/ECFR?page=browse.

3. Reporting

Reporting provides continuous program monitoring and identifies successes and challenges that awardees encounter throughout the project period. Also, reporting is a requirement for awardees who want to apply for yearly continuation of funding. Reporting helps CDC and awardees because it:

- Helps target support to awardees;
- Provides CDC with periodic data to monitor awardee progress toward meeting the FOA outcomes and overall performance;
- Allows CDC to track performance measures and evaluation findings for continuous quality and program improvement throughout the project period and to determine applicability of evidence-based approaches to different populations, settings, and contexts; and
- Enables CDC to assess the overall effectiveness and influence of the FOA.

The table below summarizes required and optional reports. All required reports must be sent electronically to GMS listed in the "Agency Contacts" section of the FOA copying the CDC Project Officer.

Report	When?	Required?
Awardee Evaluation and Performance Measurement Plan	6 months into award	Yes
Annual Performance Report (APR)	120 days before end of budget period. Serves as yearly continuation application.	Yes
Data on Performance Measures	CDC program determines. Only if program wants more frequent performance measure reporting than annually in APR.	No
Federal Financial Reporting Forms	90 days after end of calendar quarter in which budget period ends	Yes
Final Performance and Financial Report	90 days after end of project period.	Yes

CDC will require awardees to update and report their performance and evaluation measures 60 days at the end of each funding year.

Awardees are expected to use CDC provided annual performance report templates for reporting progress and evaluation results.

a. Awardee Evaluation and Performance Measurement Plan (required)
With support from CDC, awardees must elaborate on their initial applicant evaluation and performance measurement plan. This plan must be no more than 20 pages; awardees must submit the plan 6 months into the award.

This plan should provide additional detail on the following:

- The frequency that evaluation and performance data are to be collected.
- How data will be reported.
- How evaluation findings will be used for continuous quality and program improvement.
- How evaluation and performance measurement will yield findings to demonstrate the value of the FOA (e.g., improved public health outcomes, effectiveness of FOA, cost-effectiveness or cost benefit).
- Dissemination channels and audiences.
- Other information requested as determined by the CDC program.

b. Annual Performance Report (APR) (required)
The awardee must submit the APR via www.grants.gov 120 days before the end of the budget period. This report must not exceed 45 pages excluding administrative reporting. Attachments are not allowed, but weblinks are allowed.

This report must include the following:

- **Performance Measures:** Awardees must report on performance measures for each budget period and update measures, if needed.
- **Evaluation Results:** Awardees must report evaluation results for the work completed to date (including findings from process or outcome evaluations).
- **Work Plan:** Awardees must update work plan each budget period to reflect any changes in project period outcomes, activities, timeline, etc.
- **Successes**
  - Awardees must report progress on completing activities and progress towards achieving the project period outcomes described in the logic model and work plan.
  - Awardees must describe any additional successes (e.g. identified through evaluation results or lessons learned) achieved in the past year.
  - Awardees must describe success stories.
- **Challenges**
  - Awardees must describe any challenges that hindered or might hinder their ability to complete the work plan activities and achieve the project period outcomes.
  - Awardees must describe any additional challenges (e.g., identified through evaluation results or lessons learned) encountered in the past year.
- **CDC Program Support to Awardees**
  - Awardees must describe how CDC could help them overcome challenges to complete activities in the work plan and achieving project period outcomes.
- **Administrative Reporting** (No page limit)
  - SF-424A Budget Information-Non-Construction Programs.
  - Budget Narrative – Must use the format outlined in "Content and Form of Application Submission, Budget Narrative" section.
  - Indirect Cost Rate Agreement.

For year 2 and beyond of the award awardees may request that as much as 75% of their estimated unobligated funds be carried over into the next budget period.

The awardee must submit the Annual Performance Report via www.grants.gov 120 days before the end of the budget period.

c. Performance Measure Reporting (optional)
CDC programs may require more frequent reporting of performance measures than annually in the APR. If this is the case, CDC programs must specify reporting frequency, data fields, and format for awardees at the beginning of the award period.

CDC will require awardees to update and report their performance and evaluation measures 60 days after the end of each funding year.

Awardees are expected to use CDC provided annual performance report templates for reporting progress and evaluation results.

d. Federal Financial Reporting (FFR) (required)
The annual FFR form (SF-425) is required and must be submitted through eRA Commons 90 days after the end of the calendar quarter in which the budget period ends. The report must include only those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds, and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the Payment Management System's (PMS) cash transaction data. Failure to submit the required information by the due date may adversely affect the future funding of the project. If the information cannot be provided by the due date, awardees are required to submit a letter of explanation to PGO and include the date by which the Grants Officer will receive information.

e. Final Performance and Financial Report (required)
This report is due 90 days after the end of the project period. CDC programs must indicate that this report should not exceed 40 pages. This report covers the entire project period and can include information previously reported in APRs. At a minimum, this report must include the following:

- Performance Measures – Awardees must report final performance data for all process and outcome performance measures.
- Evaluation Results – Awardees must report final evaluation results for the project period for any evaluations conducted.
- Impact/Results/Success Stories – Awardees must use their performance measure results and their evaluation findings to describe the effects or results of the work completed over the project period, and can include some success stories.
- Additional forms as described in the Notice of Award (e.g., Equipment Inventory Report, Final Invention Statement).

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4. Federal Funding Accountability and Transparency Act of 2006 (FFATA)
The FFATA and Public Law 109-282, which amends the FFATA, require full disclosure of all entities and organizations that receive federal funds including awards, contracts, loans, other assistance, and payments. This information must be submitted through the single, publicly accessible website, www.USASpending.gov.

Compliance with these mandates is primarily the responsibility of the federal agency. However, two elements of these mandates require information to be collected and reported by applicants: 1) information on executive compensation when not already reported through SAM; and 2) similar information on all sub-awards, subcontracts, or consortiums for greater than $25,000. For the full text of these requirements, see: http://www.gpo.gov /fdsys/browse/ collection.action?collectionCode= BILLS.

G. Agency Contacts

CDC encourages inquiries concerning this FOA.

Program Office Contact
For programmatic technical assistance, contact:

Eric Gross, Project Officer
Department of Health and Human Services
Centers for Disease Control and Prevention
4770 Buford Hwy NE
MS F-62
Atlanta, GA 30341
Telephone: 770.488.4398
Email: euw9@cdc.gov

Grants Staff Contact
For **financial, awards management, or budget assistance,** contact:

Shicann Phillips, Grants Management Specialist
Department of Health and Human Services
CDC Procurement and Grants Office
2920 Brandywine Road
MS E-01
Atlanta, GA 30341
Telephone: 770.488.2809
Email: ibq7@cdc.gov

For assistance with **submission difficulties related to** www.grants.gov, contact the Contact Center by phone at 1-800-518-4726.

Hours of Operation: 24 hours a day, 7 days a week, except on federal holidays.

For all other **submission** questions, contact:
Technical Information Management Section
Department of Health and Human Services
CDC Procurement and Grants Office
2920 Brandywine Road, MS E-14
Atlanta, GA 30341
Telephone: 770-488-2700
E-mail: pgotim@cdc.gov

CDC Telecommunications for persons with hearing loss is available at: TTY 1-888-232-6348.

H. Other Information

Following is a list of acceptable attachments **applicants** can upload as PDF files as part of their application at www.grants.gov. Applicants may not attach documents other than those listed; if other documents are attached, applications will not be reviewed.

- Project Abstract
- Project Narrative
- Budget Narrative
- CDC Assurances and Certifications
- Table of Contents for Entire Submission

Optional attachments, as determined by CDC programs

- Resumes/CVs
- Position descriptions
- Letters of Support
- Organizational Charts
- Non-profit organization IRS status forms, if applicable
- Indirect Cost Rate , if applicable
- Memorandum of Agreement (MOA)
- Memorandum of Understanding (MOU)
- Bona Fide Agent status documentation, if applicable

CDC Injury Center: http://www.cdc.gov/Injury/
CDC Injury Center/PDO: http://www.cdc.gov/homeandrecreationalsafety/overdose/index.html

Amendment 1:
Questions and answers from potential applicants during the Pre-Application Informational Conference Call held on March 11, 2015.

Q: Regarding the required letter of support from the state substance abuse authority, if the responsibilities for state substance abuse services are shared by two different agencies, should the state obtain a letter of support from both agencies?
A: If one agency is not designated as the "authority", then the applicant should obtain letters of support from both agencies.

Q: If the PDMP authority is housed under the state law enforcement authority will just one letter of support be needed?
A: Yes, the one letter of support will count as both the required PDMP and law enforcement letters of support.
FOA Reference: Page 28

Q: The Project Narrative section gives conflicting information regarding the page limit. It states a maximum page limit of 20 including the work plan. It also states a maximum page limit of 25 for a multi-component FOA. What is the page limit for this FOA?
A: This is not a multi-component FOA and the maximum page limit, including the work plan, is 20. The FOA includes standard language that cannot be revised or removed.
FOA Reference: Page 30

Q: The Evaluation and Performance Measurement Plan is listed in c. under items to be included in the Project Narrative on page 31, however, in the Applicant Evaluation and Performance Management Plan on page 25 it states that the plan should be no more than 25 pages. Is this separate from the Project Narrative page limit?
A: Yes, the Evaluation and Performance Measurement Plan is a separate document and not included in the Project Narrative page limit. It should be uploaded to grants.gov as an attachment.

Q: In the Reporting section under Awardee Evaluation and Performance Measurement Plan it states that the plan must be no more than 20 pages in conflict with the 25 page limit stated on page 25.
A: That is an error. The plan should be no more than 25 pages.

Q: The Evaluation and Performance Measurement plan is not listed as one of the acceptable attachments on page 39 but is required to be submitted with the application.
A: That is an error. The plan should be uploaded to grants.gov as an attachment.

Q: The Dissemination section of the Applicant Evaluation and Performance Measurement Plan on page 25 states that awardees will be required to submit a more detailed Evaluation and Performance Measurement Plan within the first six months. Will this be the same plan that is submitted with the application?
A: Yes, CDC will work with awardees to revise their plans.

Q: Can a community intervention strategy incorporate naloxone distribution (not for purchase)?
A: Yes, distribution can be a part of a community intervention activity. Note that the purchase of naloxone is outside the scope of this FOA and is not allowed.

Q: Regarding the calculation of burden on page 35 does the age-adjusted drug overdose death rate include all intents?
A: Yes

Q: Are there limitations on contracting personnel? Some states have limitations on hiring FTE's and plan to contract through a university for some positions.
A: Although the FOA does not specify a limited percent of the budget that may be used for contracting personnel, the FOA includes the following funding restriction on page 33 stating that "The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible."

Q: When downloading the application from grants.gov it indicates that the application due date is April 28, 2015. The FOA states May 8, 2015. What is the correct date?
A: The application deadline is May 8, 2015.

Q: Is a "take back" program an allowable strategy for this funding?
A: No. As stated on page 11 of the FOA "Program funds cannot be used for purchasing naloxone, implementing or expanding drug "take back" programs, or directly funding or expanding substance abuse treatment programs. Such activities are outside the scope of this FOA."

Q: Regarding the third strategy "evaluating existing policies designed to reduce prescription drug overdose morbidity and mortality" is it

acceptable to evaluate a "take back" policy.
A: Yes

Q: Will the budget be scored as part of the objective review process?
A: The budget will be reviewed but not be scored as stated on page 35 under Budget and Budget Narrative. Applicants should ignore the part of the first sentence under the Budget Narrative section on page 31 stating "…which may be scored…" as the FOA includes standard language that cannot be revised or removed.

Q: Are states required to have access to emergency department data?
A: No, states without emergency department data can substitute hospitalization or other morbidity data.

I. Glossary

Activities: The actual events or actions that take place as a part of the program.

Administrative and National Policy Requirements, Additional Requirements (ARs): Administrative requirements found in 45 CFR Part 74 and Part 92 and other requirements mandated by statute or CDC policy. All ARs are listed in the Template for CDC programs. CDC programs must indicate which ARs are relevant to the FOA; awardees must comply with the ARs listed in the FOA. To view brief descriptions of relevant provisions, see http://www.cdc.gov/grants/additionalrequirements/index.html

. Note that 2 CFR 200 will supersede the administrative requirements (A-110 & A-102), cost principles (A-21, A-87 & A-122) and audit requirements (A-50, A-89 & A-133).

Award: Financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements (e.g., cooperative agreements) in the form of money, or property in lieu of money, by the federal government to an eligible applicant.

Budget Period or Budget Year: The duration of each individual funding period within the project period.Traditionally, budget periods are 12 months or 1 year.

Carryover: Unobligated federal funds remaining at the end of any budget period that, with the approval of the GMO or under an automatic authority, may be carried over to another budget period to cover allowable costs of that budget period either as an offset or additional authorization. Obligated but liquidated funds are not considered carryover.

Catalog of Federal Domestic Assistance (CFDA): A government-wide compendium published by the General Services Administration (available on-line in searchable format as well as in printable format as a .pdf file) that describes domestic assistance programs administered by the Federal Government.

CFDA Number: A unique number assigned to each program and FOA throughout its lifecycle that enables data and funding tracking and transparency.

CDC Assurances and Certifications: Standard government-wide grant application forms.

Competing Continuation Award: A financial assistance mechanism that adds funds to a grant and adds one or more budget periods to the previously established project period (i.e., extends the "life" of the award).

Continuous Quality Improvement: A system that seeks to improve the provision of services with an emphasis on future results.

Contracts: An award instrument used to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the Federal Government.

Cooperative Agreement: A financial assistance award with the same kind of interagency relationship as a grant except that it provides for substantial involvement by the federal agency funding the award. Substantial involvement means that the recipient can expect federal programmatic collaboration or participation in carrying out the effort under the award.

Cost Sharing or Matching: Refers to program costs not borne by the Federal Government but by the awardees. It may include the value of allowable third-party, in-kind contributions, as well as expenditures by the awardee.

Direct Assistance: A financial assistance mechanism, which must be specifically authorized by statute, whereby goods or services are provided to recipients in lieu of cash. DA generally involves the assignment of federal personnel or the provision of equipment or supplies, such as vaccines. DA is primarily used to support payroll and travel expenses of CDC employees assigned to state, tribal, local, and territorial (STLT) health agencies that are recipients of grants and cooperative agreements. Most legislative authorities that provide financial assistance to STLT health agencies allow for the use of DA. http:// www.cdc.gov /grants /additionalrequirements /index.html.

DUNS: The Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is a nine-digit number assigned by Dun and Bradstreet Information Services. When applying for Federal awards or cooperative agreements, all applicant organizations must obtain a DUNS number as the Universal Identifier. DUNS number assignment is free. If requested by telephone, a DUNS number will be provided immediately at no charge. If requested via the Internet, obtaining a DUNS number may take one to two days at no charge. If an organization does not know its DUNS number or needs to register for one, visit Dun & Bradstreet at http://fedgov.dnb.com/ webform/displayHomePage.do.

Evaluation (program evaluation): The systematic collection of information about the activities, characteristics, and outcomes of programs (which may include interventions, policies, and specific projects) to make judgments about that program, improve program effectiveness, and/or inform decisions about future program development.

Evaluation Plan: A written document describing the overall approach that will be used to guide an evaluation, including why the evaluation is being conducted, how the findings will likely be used, and the design and data collection sources and methods. The plan specifies what will be done, how it will be done, who will do it, and when it will be done. The FOA evaluation plan is used to describe how the awardee and/or CDC will determine whether activities are implemented appropriately and outcomes are achieved.

Federal Funding Accountability and Transparency Act of 2006 (FFATA): Requires that information about federal awards, including awards, contracts, loans, and other assistance and payments, be available to the public on a single website at www.USAspending.gov.

Fiscal Year: The year for which budget dollars are allocated annually. The federal fiscal year starts October 1 and ends September 30.

Grant: A legal instrument used by the federal government to transfer anything of value to a recipient for public support or stimulation authorized by statute. Financial assistance may be money or property. The definition does not include a federal procurement subject to the Federal Acquisition Regulation; technical assistance (which provides services instead of money); or assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct payments of any kind to a person or persons. The main difference between a grant and a cooperative agreement is that in a grant there is no anticipated substantial programmatic involvement by the federal government under the award.

Grants.gov: A "storefront" web portal for electronic data collection (forms and reports) for federal grant-making agencies at www.grants.gov.

Grants Management Officer (GMO): The individual designated to serve as the HHS official responsible for the business management aspects of a particular grant(s) or cooperative agreement(s). The GMO serves as the counterpart to the business officer of the recipient organization. In this capacity, the GMO is responsible for all business management matters associated with the review, negotiation, award, and administration of grants and interprets grants administration policies and provisions. The GMO works closely with the program or project officer who is responsible for the scientific, technical, and programmatic aspects of the grant.

Grants Management Specialist (GMS): A federal staff member who oversees the business and other non-programmatic aspects of one or more grants and/or cooperative agreements. These activities include, but are not limited to, evaluating grant applications for administrative content and compliance with regulations and guidelines, negotiating grants, providing consultation and technical assistance to recipients, post-award administration and closing out grants.

Health Disparities: Differences in health outcomes and their determinants among segments of the population as defined by social, demographic, environmental, or geographic category.

Healthy People 2020: National health objectives aimed at improving the health of all Americans by encouraging collaboration across sectors, guiding people toward making informed health decisions, and measuring the effects of prevention activities.

Inclusion: Both the meaningful involvement of a community's members in all stages of the program process and the maximum involvement of the target population that the intervention will benefit. Inclusion ensures that the views, perspectives, and needs of affected communities, care providers, and key partners are considered.

Indirect Costs: Costs that are incurred for common or joint objectives and not readily and specifically identifiable with a particular sponsored project, program, or activity; nevertheless, these costs are necessary to the operations of the organization. For example, the costs of operating and maintaining facilities, depreciation, and administrative salaries generally are considered indirect costs.

Intergovernmental Review: Executive Order 12372 governs applications subject to Intergovernmental Review of Federal Programs. This order sets up a system for state and local governmental review of proposed federal assistance applications. Contact the state single point of contact (SPOC) to alert the SPOC to prospective applications and to receive instructions on the State's process. Visit the following web address to get the current SPOC list: http://www.whitehouse.gov/omb/ grants_spoc/.

Letter of Intent (LOI): A preliminary, non-binding indication of an organization's intent to submit an application.

Lobbying: Direct lobbying includes any attempt to influence legislation, appropriations, regulations, administrative actions, executive orders (legislation or other orders), or other similar deliberations at any level of government through communication that directly expresses a view on proposed or pending legislation or other orders, and which is directed to staff members or other employees of a legislative body, government officials, or employees who participate in formulating legislation or other orders. Grass roots lobbying includes efforts directed at inducing or encouraging members of the public to contact their elected representatives at the federal, state, or local levels to urge support of, or opposition to, proposed or pending legislative proposals.

Logic Model: A visual representation showing the sequence of related events connecting the activities of a program with the programs' desired outcomes and results.

Maintenance of Effort: A requirement contained in authorizing legislation, or applicable regulations that a recipient must agree to contribute and maintain a specified level of financial effort from its own resources or other non-government sources to be eligible to receive federal grant funds. This requirement is typically given in terms of meeting a previous base-year dollar amount.

Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA): Document that describes a bilateral or multilateral agreement between parties expressing a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where the parties either do not imply a legal commitment or cannot create a legally enforceable agreement.

Nonprofit Organization: Any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized for profit; and uses net proceeds to maintain, improve, or expand the operations of the organization. Nonprofit organizations include institutions of higher educations, hospitals, and tribal organizations (that is, Indian entities other than federally recognized Indian tribal governments).

Notice of Award (NoA): The official document, signed (or the electronic equivalent of signature) by a Grants Management Officer that: (1) notifies the recipient of the award of a grant; (2) contains or references all the terms and conditions of the grant and Federal funding limits and obligations; and (3) provides the documentary basis for recording the obligation of Federal funds in the HHS accounting system.

Objective Review: A process that involves the thorough and consistent examination of applications based on an unbiased evaluation of scientific or technical merit or other relevant aspects of the proposal. The review is intended to provide advice to the persons responsible for making award decisions.

Outcome: The results of program operations or activites; the effects triggered by the program. For example, increased knowledge, changed attitudes or beliefs, reduced tobacco use, reduced morbidity and mortality.

Performance Measurement: The ongoing monitoring and reporting of program accomplishments, particularly progress toward pre-established goals, typically conducted by program or agency management. Performance measurement may address the type or level of program activities conducted (process), the direct products and services delivered by a program (outputs), or the results of those products and services (outcomes). A "program" may be any activity, project, function, or policy that has an identifiable purpose or set of objectives.

Plain Writing Act of 2010: Requires federal agencies to communicate with the public in plain language to make information more accessible and understandable by intended users, especially people with limited health literacy skills or limited English proficiency. The Plain Writing Act is available at www.plainlanguage.gov.

Program Strategies: Strategies are groupings of related activities, usually expressed as general headers (e.g., Partnerships, Assessment, Policy) or as brief statements (e.g., Form partnerships, Conduct assessments, Formulate policies).

Program Official: Person responsible for developing the FOA; can be either a project officer, program manager, branch chief, division leader, policy official, center leader, or similar staff member.

Project Period Outcome: An outcome that will occur by the end of the FOA's funding period.

Public Health Accreditation Board (PHAB): A nonprofit organization that works to promote and protect the health of the public by advancing the quality and performance of public health departments in the U.S. through national public health department accreditation http://www.phaboard.org.

Statute: An act of the legislature; a particular law enacted and established by the will of the legislative department of government, expressed with the requisite formalities. In foreign or civil law any particular municipal law or usage, though resting for its authority on judicial decisions, or the practice of nations.

Statutory Authority: Authority provided by legal statute that establishes a federal financial assistance program or award.

System for Award Management (SAM): The primary vendor database for the U.S. federal government. SAM validates applicant information and electronically shares secure and encrypted data with federal agencies' finance offices to facilitate paperless payments through Electronic Funds Transfer (EFT). SAM stores organizational information, allowing www.grants.gov to verify identity and pre-fill organizational information on grant applications.

Technical Assistance: Advice, assistance, or training pertaining to program development, implementation, maintenance, or evaluation that is provided by the funding agency.

Work Plan: The summary of project period outcomes, strategies and activities, personnel and/or partners who will complete the activities, and the timeline for completion. The work plan will outline the details of all necessary activities that will be supported through the approved budget.

ARIZONA CRIMINAL JUSTICE COMMISSION

The Arizona Prescription Drug Reduction Initiative

A Multi-Systemic Approach for Targeting Rx Drug Misuse and Abuse

Prepared by:

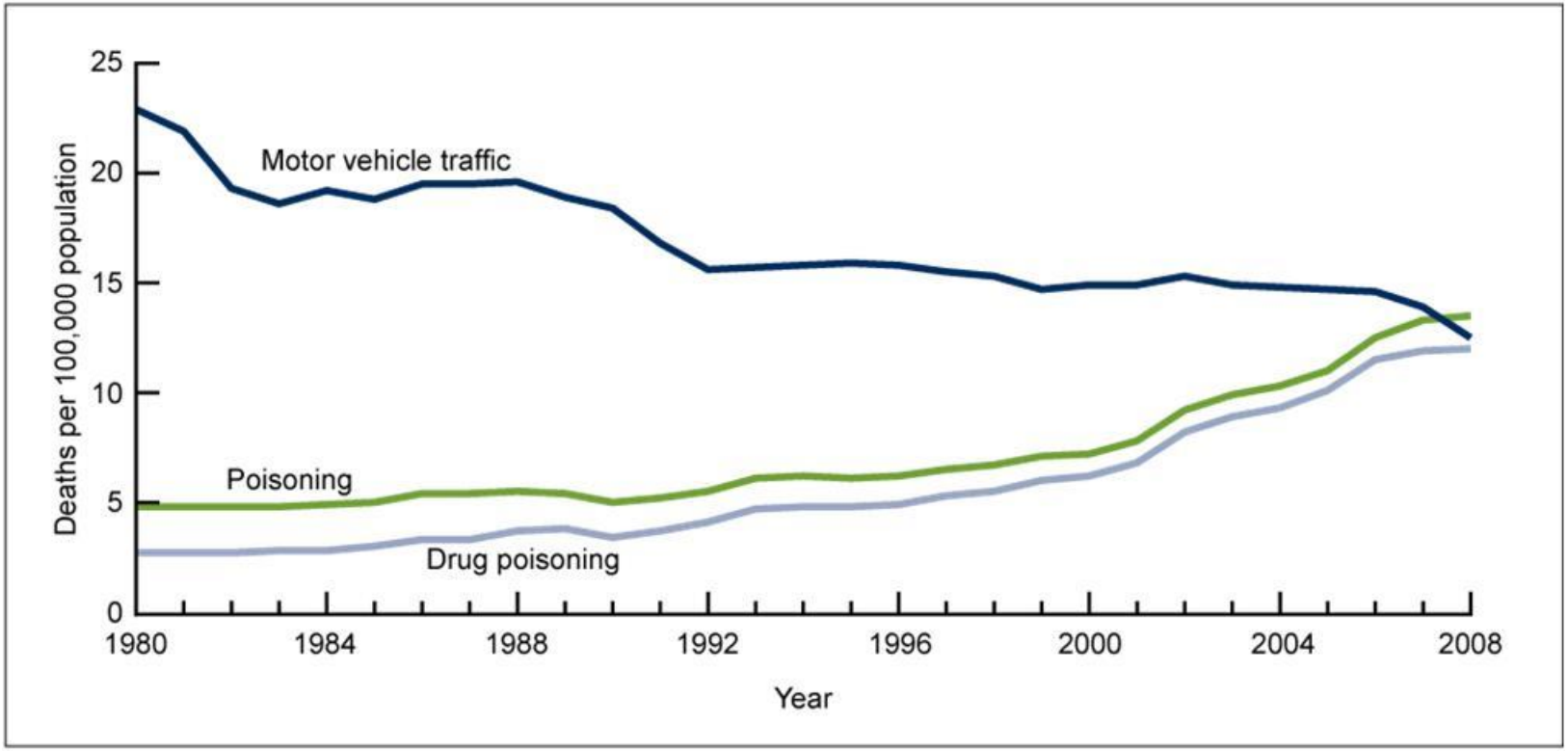
Shana Malone
Arizona Criminal Justice Commission
Statistical Analysis Center

The "Silent" Epidemic

- In November 2011, the CDC reported that deaths from Rx Pain Relievers have reached **epidemic proportions**
  - Rx Pain Reliever deaths are greater than heroin and cocaine combined
  - Rx Pain Reliever **deaths have surpassed motor vehicle deaths**
  - **~40 deaths per day** and ~15,000 per year (2008) – a **3 fold increase** since 1999
  - **Half a million ED visits** per year for misuse and abuse (2009)

- There was a **4 fold increase** in the quantity of Rx Pain Relievers sold in the U.S. in the last decade
  - Enough Rx Pain Relievers were prescribed in 2011 to medicate every Arizona adult around-the-clock for more than two weeks.

Figure 1. Motor vehicle traffic, poisoning, and drug poisoning death rates: United States, 1980–2008



NOTE: In 1999, the *International Classification of Diseases, Tenth Revision (ICD–10)* replaced the previous revision of the ICD (ICD–9). This resulted in approximately 5% fewer deaths being classified as motor-vehicle traffic–related deaths and 2% more deaths being classified as poisoning-related deaths. Therefore, death rates for 1998 and earlier are not directly comparable with those computed after 1998. Access data table for Figure 1 at http://www.cdc.gov/nchs/data/databriefs/db81_tables.pdf#1.

SOURCE: CDC/NCHS, National Vital Statistics System.

What Is The Problem?

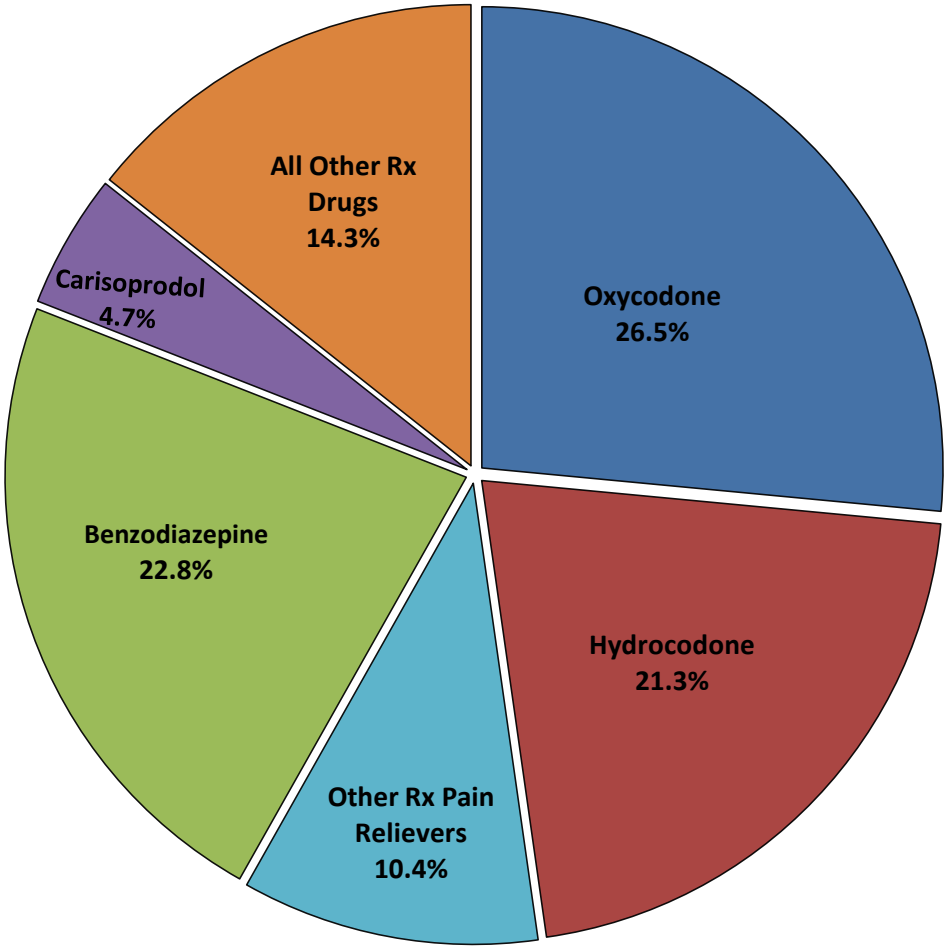
- **~ 524 million** Class II-IV **pills** were prescribed in Arizona in 2011

- **Pain Relievers** had the highest % of scripts, pills and average number of pills per day. Accounting for **58.2%** of all pills prescribed

- **Hydrocodone** and **Oxycodone** accounted for 82.1% of all pain relievers prescribed in Arizona

- Why it matters = probability and **access!**

Percentage of Pills by Drug Type in Arizona
(2011)

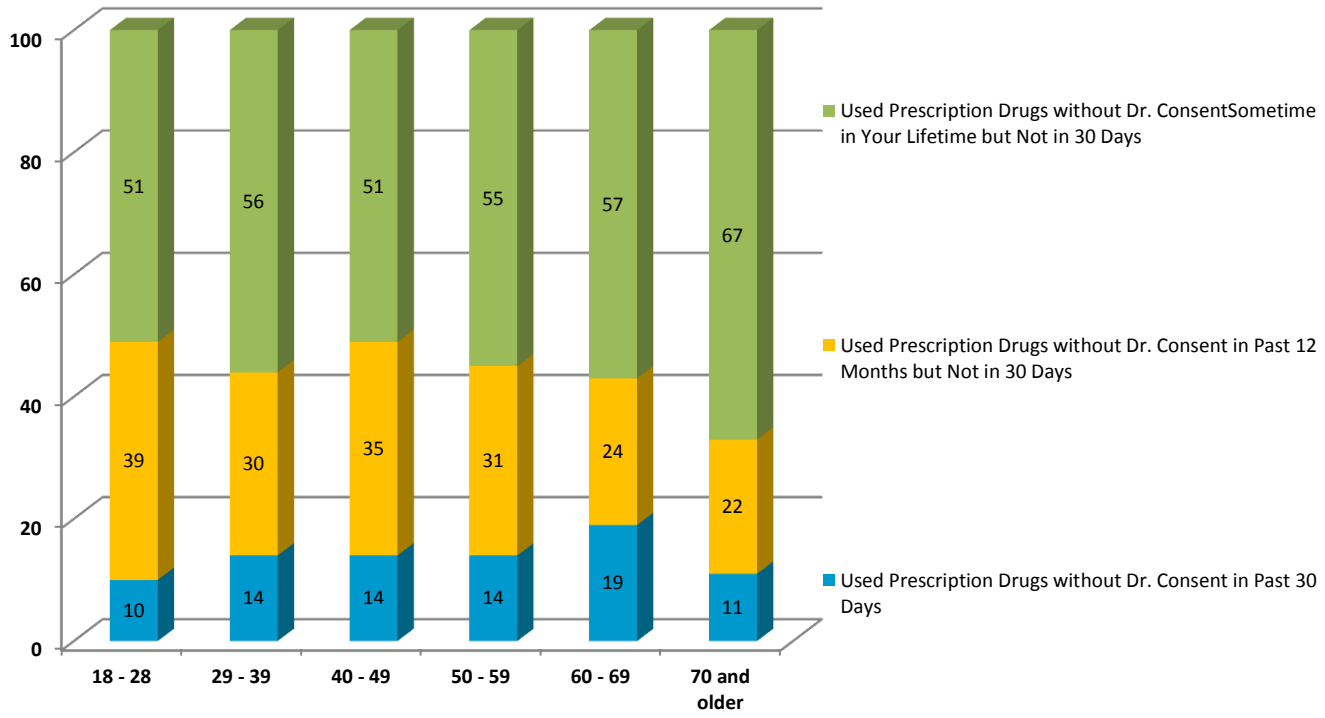


Who Is It Affecting?

ARIZONA ADULTS

In 2010, **~50%** of adults reported Rx drug misuse in the past 12 months and **13%** reported misuse in the past 30 days

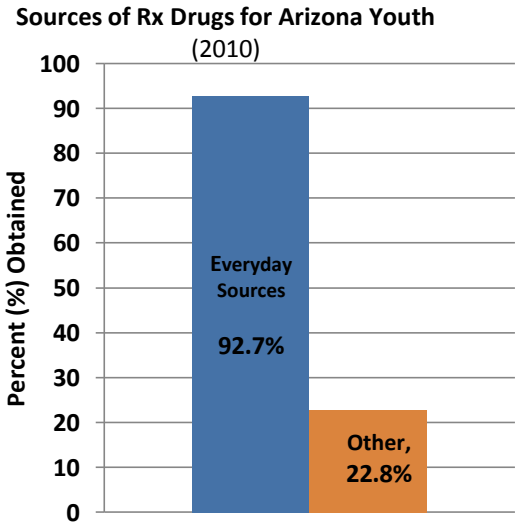
- 47% of Rx abusers reported misusing **Pain Relievers**, 32% Sedatives and 3.3% Stimulants



Who Is It Affecting?

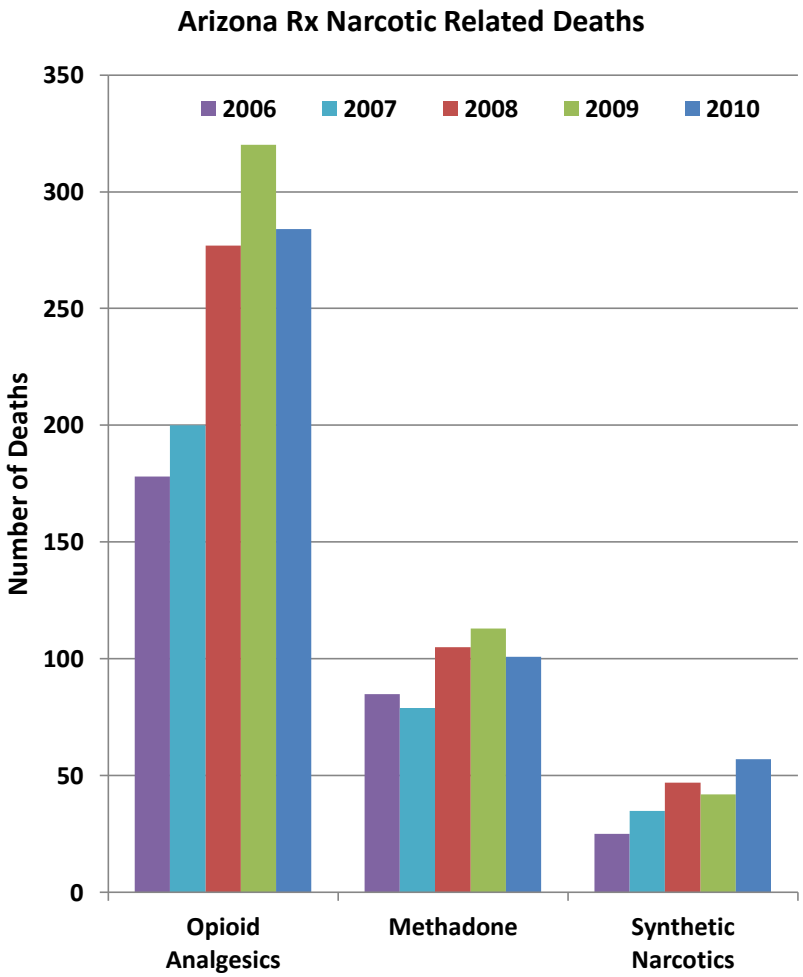
ARIZONA YOUTH

- **In 2012, 7.9% of AZ youth reported current Rx drug misuse (the most commonly used substance after alcohol, tobacco and marijuana)**
  - Though a moderate decrease occurred between 2010 and 2012, Arizona remains the 6th highest state in the country for Rx drug misuse among individuals 12+ years
  - While rates of Rx type use were comparable to national levels for Sedatives and Stimulants, Arizona youth in all grades reported higher rates of **Pain Reliever misuse**
  - The **majority** of youth (92.7%) reported **obtaining** them **from everyday sources** (e.g. friends and family/home)



What Is It Costing Us?

- Mortality & Morbidity
  - Opioid-related cases in the **ED** have consistently **increased**
    - A 34.5% increase between 2008-2010
  - 490 **deaths** involved Rx narcotic drugs in AZ in 2010 (**A 53.5% increase** between '06-'10)
    - **Opioid Analgesics accounted for 64.3%**
    - 11% were youth & young adults ages of 15-24 years
  - Health insurance and AHCCCS costs
    - 52.5% of opioid-related AZ ED cases in 2010 were **paid for by AHCCCS/Medicaid**
    - CDC estimates Rx Pain Relievers cost health insurers up to **$72.5 billion annually**
- Increase in Crime



What Is Amplifying The Problem?

i.e., What Can We Change?

- Social acceptance and the **perception** of "safety" by parents, youth, health consumers and some medical professionals
    - Lack of proper disposal and storage
    - Lack of understanding about risks
    - Lack of resilience skills
- **Only 21%** of AZ prescribers are using the PDMP
- Imbalanced **dose: diagnosis** correspondence (e.g., Oxycodone 30mg for wisdom teeth removal)
- Lack of **education** and inconsistent prescribing guidelines for Rx narcotics
- Unrealistic expectations of the Health Consumer for zero pain and immediate gratification

FINDING A SOLUTION

A Multi-Systemic Approach:

Law Enforcement, Medical/Treatment, and Prevention

History and Foundation

- Early in 2011, ONDCP published the Rx Drug Abuse prevention plan
- AZ HIDTA took the lead and held a Rx Drug Summit in October, 2011
  - Focus was in 3 domains: **law enforcement, medical/treatment, prevention**
    - » Following the ONDCP recommendations, the summit sessions lead to recommendations for **education, tracking and monitoring (PDMP), proper Rx disposal and law enforcement initiatives**
- The Arizona Substance Abuse Partnership (ASAP) made Rx drug abuse their strategic area of focus in January 2012

The Rx Drug Misuse and Abuse Initiative

- Using the ONDCP and the AZ Rx Summit recommendations, ACJC and GOCYF hosted a Rx Drug Expert Panel in February, 2012
  - The panel and attendees involved local stakeholders from **law enforcement, medical/treatment, and prevention/education**
  - A set of strategies was developed from recommendations made by the expert panel and attendees and **three pilot counties** were chosen for a pilot project implementation
  - The pilot project will serve as a **feasibility study** to demonstrate the feasibility and efficacy (where measurable) of the strategies for an eventual statewide initiative

Selection of the Pilot Counties

- 3 pilot counties (Yavapai, Pinal and Graham/Greenlee) were chosen based on the following criteria:
  - Evidence of **severe Rx drug problem** among youth and adults demonstrated across multiple data sources
  - Willingness to use **data-driven-decision-making** to target and tailor implementation to specific geographic areas and demographic populations within the county
  - **Capacity** for implementation: coalitions and working groups consisting of members from the 3 domains of law enforcement, medical/tx, prevention

The Strategies

1. **Reduce** Illicit Acquisition and Diversion of Rx Drugs

2. **Educate** Prescribers and Pharmacists about “Rx Drug Best Practices” and emphasize responsible prescribing

3. Enhance Rx Drug **Practice and Policies** in Law Enforcement

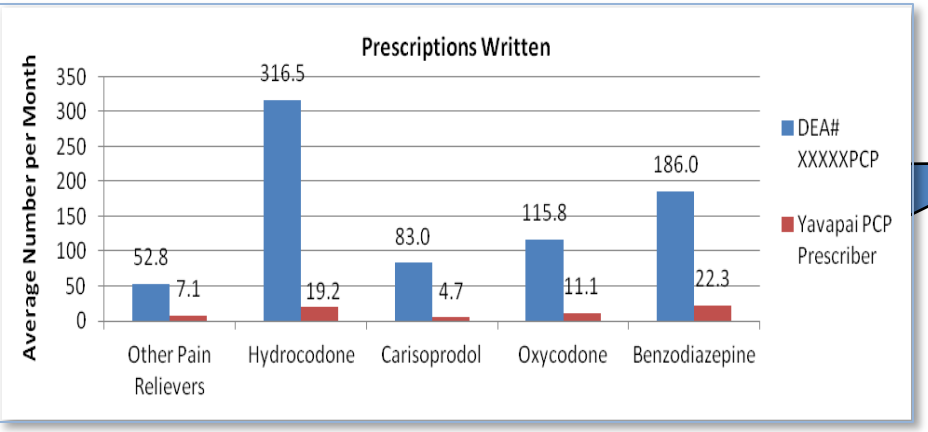
4. Increase Public Awareness about the **Risks** of Rx Drug Misuse

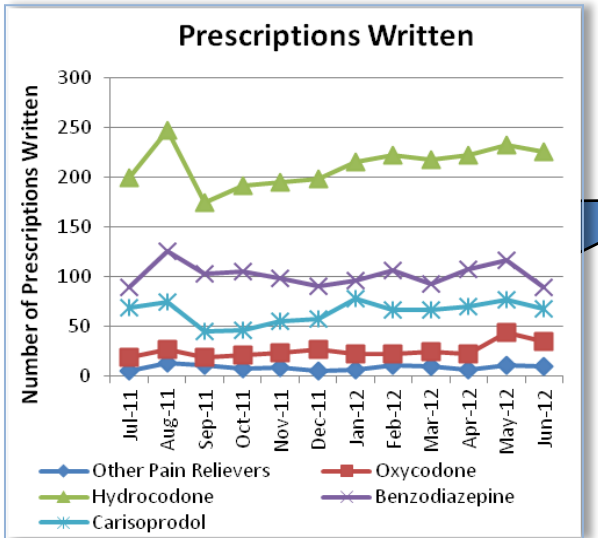
5. Build **Resilience** in Children and Adults

Strategy #1: Reduce Acquisition

- Proper **Disposal**
  - Permanent drop boxes
  - Take-back events
  - Community education and awareness
- Proper **Storage**
  - Community education and awareness
- Increase the use of the **PDMP**
  - More law enforcement, prescribers and dispensers signed up and using the PDMP
  - A data feedback system for prescribers to self-monitor prescribing practices

PDMP Prescriber Report Card

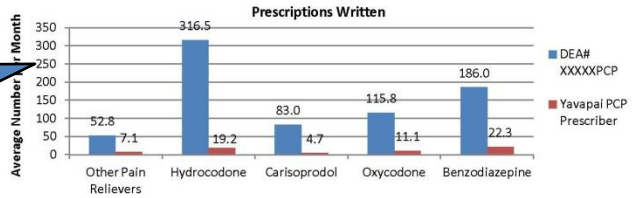


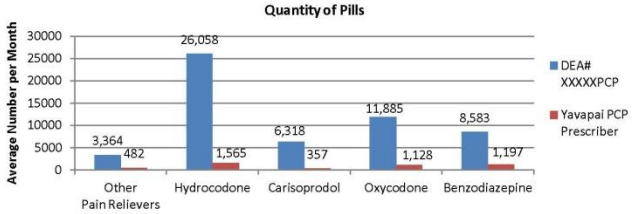


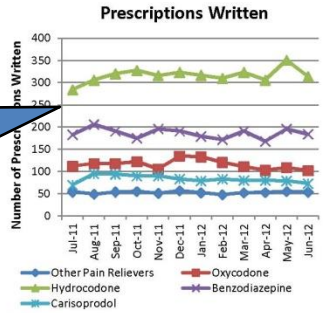
PRESCRIBER: SAMPLE

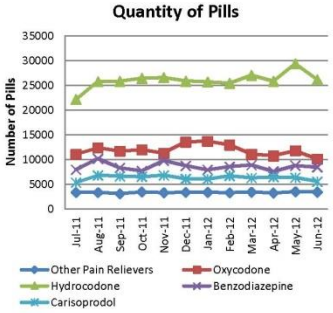
A continuing review of the Prescription Drug Monitoring Program (PDMP) from 7/2011 through 6/2012 reveals the following about your prescribing habits: You have been identified as an outlier* with respect to the number of prescriptions written and the quantity of pills prescribed for Hydrocodone, Oxycodone, Benzodiazepine, Carisoprodol, and Other Pain Relievers.

**Above average prescribing for your prescriber type in your county*









You are currently not signed up for access to the Prescription Drug Monitoring Program (PDMP)

http://www.azpharmacy.gov/CS-Rx_Monitoring/practioner_procedures.asp

For additional information please contact the Arizona State Board of Pharmacy (602) 771-2744

Strategy #2: Educate Prescribers and Pharmacists about "Rx Best Practices"

- Develop and Implement a research-based **"Best Practice" curriculum** for prescribers and pharmacists
  - A **dosage** piece identifying when, where, and how much to prescribe; standards for refills; prescriber – pharmacist communication protocols
  - A **patient education** piece that helps prescribers and pharmacists improve the prescription drug literacy of their patients (e.g., side effects, risks, alternatives, proper storage and disposal, etc.)
- Recognition system for **responsible** prescribers and dispensers

Strategy #3: Enhance Rx Drug Practice and Policies in Law Enforcement

- **Education and training** for law enforcement officers
  - Prevalence of Rx drug abuse and diversion crimes
  - Pill recognition, use of poison control, how to read scripts and bottles, Rx street sales/trafficking and related crime

- **Improve coding structure** of data management systems for tracking Rx drug offenses
  - Add a code to arrest information that flags an Rx drug-related crime

Strategy #4: Increase Public Awareness about the Risks of Rx Drug Misuse

- Mass media blasts to **create a sense of urgency** about the Rx drug misuse and abuse problem in Arizona
- Rx 360 Adult curriculum to **educate parents and other adults about the risks** of Rx drug misuse
- Rx 360 Youth curriculum to **educate youth about the risks** of Rx drug misuse

Strategy #5: Build Resilience

- Rx 360 Adult curriculum to **train parents** and adults how **to teach youth strategies** that increase their resilience to Rx drug abuse
  - Workplace Initiatives and Community Forums

- Rx 360 Youth curriculum to **teach youth strategies** that increase their resilience to Rx drug abuse
  - Schools
  - Youth Serving Organizations
  - 6-8th grade curriculum; 9-12th grade curriculum

Evaluating the Impact of our Efforts

- **Feasibility** Study / **Pilot** Project
  - Telling the story of the implementation
  - Learning communities
- Measuring **Efficacy**
  - Impact on the number of **pills and scripts dispensed**
  - Impact on Rx **drug misuse**
  - Impact on Rx drug **crimes**
  - Impact on Rx drug-related **ED visits**
  - Impact on Rx drug-related **deaths**

Progress Highlights

- Yavapai and Pinal Counties are collecting **~200-300 lbs per month** in their drop boxes
- **PDMP prescriber sign-up has increased** 25%, 31% & 4%, respectively in Yavapai, Pinal and Graham/Greenlee Counties
- Yavapai Regional and Verde Valley Regional have **implemented the ED Guidelines** and are reporting marked decreases in drug-seeking patients
- **Report cards disseminated to over 1,000 prescribers** in Yavapai, Pinal and Graham/Greenlee Counties – feedback has been very positive
- 2 trainings in Yavapai and Pinal Counties have **trained 94 medical professionals and pharmacists** on Best Practice Guidelines
- 4 Law Enforcement trainings in Yavapai, Pinal and Graham/Greenlee Counties have **trained 201 officers**
- **Rx Drug Crimes Flagging System in place** in Yavapai County
- Several **media spots** have been implemented in Yavapai, Pinal and Graham/Greenlee Counties **educating the public** about the risks of Rx drug misuse and abuse as well as proper storage and disposal; estimated **reach is 244,631 people**
- Yavapai, Pinal and Graham/Greenlee Counties have reached **6,730 youth and 463 adults with the Rx 360 curriculum**

http://www.azcjc.gov/acjc.web/rx/default.aspx

Thank you so much!

For additional information, please contact:

- **Karen Ziegler (initiative co-chair): kziegler@azcjc.gov**
- Rich Rosky (initiative co-chair): southwest_meth@yahoo.com
- **Tammy Paz-Combs (ASAP contact): tcombs@az.gov**
- Jeanne Blackburn (state-level strategies): Jblackburn@az.gov
- **Phil Stevenson (evaluation): pstevenson@azcjc.gov**
- **Shana Malone (county-level strategies)**: smalone@azcjc.gov
- Dean Wright (PDMP specifics): DWright@azphamcy.gov
- Shelly Mowrey (prevention): shelly.mowrey@drugfreeaz.org
- Tomi St. Mars (prescriber education): Tomi.St.Mars@azdhs.gov

ARIZONA GUIDELINES FOR DISPENSING CONTROLLED SUBSTANCES

Arizona Pharmacy Association

Pharmacist Guidelines

- **Developed by Arizona Pharmacist Forum:**
  - Local Retail Pharmacies
  - Corporate Pharmacies
  - Midwestern University
  - University of Arizona
  - County and State Health Officials
  - Insurance Companies
  - The National Meth and Pharmaceutical Initiative
  - Local Substance Abuse Community Coalitions
- Consensus document endorsed by AzPA, State Board of Pharmacy, ACJC, HIDTA
- Intended to help reduce inappropriate use of controlled substances
- **Pharmacist MUST use their clinical judgment**

Guideline #1

- **Pharmacists should check the Arizona Prescription Drug Monitoring Program before dispensing controlled substances, and specifically in the following circumstances:**
- All Schedule II or Schedule III drugs for:
  - Every **new or unknown patient**
  - All **weekend and late day** prescriptions
  - Prescriptions written far from the **location** of the Pharmacy or the patient's residence
  - Any time **suspicious behavior** is noted
- Controlled substances in **high doses or high quantities**
- Any prescription considered an **outlier** to what is normally prescribed
- Any prescription for **Oxycodone 15mg or 30mg**
- Regular patients at least once per year
- Document in the patient's file to indicate that the PDMP was checked
- All pharmacists, including **"floaters"** receive education on the PDMP

SIGNS OF CHEMICAL DEPENDENCY AND DOCTOR SHOPPING	RED FLAG INDICATORS
Pupils – pinpoint or extremely dilated	Refuses or is reluctant to present identification
Droopy eyelids	Out-of-town patient or claims to be from out-of-town
Constant runny nose and rubbing of nose	Cash-paying patients or use insurance at times/pay cash at times
Complexion either pale or flushed	Very assertive
Excessive itching and scratching	Any telephone requests for narcotics
Sweating	Presents at times when prescriber cannot be reached
Tremors	Inordinate interest in the layout of the pharmacy
Rigid movements and muscle cramps	Appears to be in a hurry
Fearful and agitated (in withdrawal)	Tries to take control of the discussion
Emotionally volatile (in withdrawal)	Well versed in clinical terminology
Lethargic and disinterested (using drug)	Reports allergy to codeine, NSAIDs, or local anesthetics
Giddy and overly friend (using drug)	Very manipulative - they tell a very good story
Evasive answers	Inappropriate interpersonal space or seductiveness

Guideline #2

- **Pharmacists should use clinical judgment for when to communicate with Prescribers, but should specifically contact Prescribers in the following circumstances:**
  - Pharmacist suspects a **forged, altered or counterfeited prescription**
  - Patient is repeatedly requesting **early refills** of controlled substances
  - Patient is specifically requesting **early refills** of Opioids, Benzodiazepines or Carisoprodol
  - Patient presents with a **high quantity** from the Emergency Department
  - Any time **suspicious behavior** is noted
  - Establish face-to-face contact with the Emergency Department Director, if you receive high traffic from ED patients
  - Call the phone number for the prescriber listed in their computer vs. the phone number on the prescription

Guideline #3

- **Pharmacists should use clinical judgment for when to communicate with other Pharmacies, but should specifically contact other Pharmacies in the following circumstances:**
  - If you receive a prescription that has been denied by another dispenser
  - If you deny a patient a prescription, it is recommended that you call other local Pharmacies (within a 5 mile radius) to alert them
  - **It is important to note that cross-communication between pharmacies is NOT a violation of HIPPA**

Guideline #4

- **Pharmacists should require a government issued identification for all new or unknown patients before dispensing any controlled substance**
- If you suspect a fake ID is involved, conduct the following steps:
  - Squeeze the ID to make sure the **weight and rigidity** matches AZ IDs
  - Look for **squared edges** (most IDs have rounded edges)
  - Using the pads of your fingers, lightly feel **for bumps, ridges and irregularities** on the front and back surfaces of the ID
  - Check for **font or coloration differences** (e.g., different font style, improper bolding, lack of shading, spelling errors, or the wrong font size)
  - Check the front and back for words like secure, valid, genuine or credibility status (these are common **false "security measures"** placed on fake IDs)
  - **Request another form of ID** (e.g., a credit card), as people who present fake IDs are often reluctant to produce another form of ID
  - **If you confirm a fake ID, do not dispense the prescription**

Guideline #5

- **Pharmacists should not fill a prescription if they believe it is forged, altered, or counterfeited**
  - Call the **prescriber** to verify **first**
  - **Be familiar** with the characteristics of **forged prescriptions**
  - Fill our an Rx Alert form for all fraudulent prescriptions: FaxNet One no longer exists, we are working on a replacement. The new Rx Alert form will be available on our web site soon.
  - If you deny a prescription, **notify other local pharmacists**
  - If you discover a pattern, **contact the authorities** - can be anonymous
  - **Be familiar** with the law and your **legal and ethical responsibilities**
    - It is unlawful to knowingly dispense controlled substances for anything other than a "legitimate medical purpose."
    - There is no legal obligation to dispense a prescription, especially one of doubtful, questionable, or suspicious origin.
  - A fraudulent **prescription is private property** – return if requested
  - No legal requirement to contact the police but advisable that you do

Guideline #6

- **Pharmacists should educate their patients about proper storage and proper disposal during the patient consultation prior to dispensing controlled substances**
  - Especially if there are **youth in the home**
  - **Never** leave any controlled substance **out "in the open"**
  - **Never flush** prescriptions down the toilet **or** throw as-is in the **trash**
  - Information on **take-back events** and **permanent drop box locations** or instruct your patients to use the DEA disposal guidelines and FDA tips:
    - Take out of original container and mix with undesirable substance (e.g., coffee grounds or kitty litter); then put in a sealable bag, empty can, or other container to prevent leakage
    - Scratch out all identifying information on the prescription label to protect their identity and personal health information
  - Never share medication with friends, family or others

Prevention in the Home

Addressing the Growing Concern of Youth Rx Drug Misuse

How big is the problem?

Yavapai county has the **3rd highest rate** of youth Rx drug misuse in Arizona

Yavapai County teens use Rx pain relievers at ***double*** the national average!

Nearly ***1 out of 6***
12 to 17 year olds has used a Rx pain reliever **without** a Dr.'s prescription

Arizona Youth Survey, 2012

Key Factors Driving Teen Medicine Abuse

- **Misperception** that abusing medicine is not dangerous (safer than “street drugs”)
- Parents are **less familiar with “pills”** – they often have no frame of reference since abusing these types of drugs didn’t exist in their youth
- **Ease of access** via medicine cabinets at home or friend’s house, own or other person’s prescriptions

What Can Parents Do?

- **Educate** yourself about medications kids are abusing
- **Communicate: Talk** with your kids / kids in your life about the risks
  - Let your kids know you disapprove of any drug/alcohol use – kids who believe their parents will be upset if they try drugs **are 43% less likely to do so**
- **Safeguard** medications at home (and ask friends to do the same)
- **Dispose** of medications properly

How To Spot Rx Misuse & Abuse

- Here are 5 changes to watch for…
  1. Missing Pills
  2. Slurred speech but no odor of alcohol
  3. Deteriorating relationships with family
  4. Less openness and honesty
  5. Abrupt change in friends, groups, behavior
- Be aware of special vulnerabilities

What to Do When You Spot Drug/Alcohol Use

5 ways to take action

1. Focus - You can do this
   - ✓ Don't panic, but <u>act right away</u>
2. Start talking
   - ✓ Let your child know you are concerned - communicate your disapproval
3. Set limits – set rules and consequences
4. Monitor – Look for evidence, make lists, keep track
5. Get outside/professional help – you don't have to do this alone

Prescription Drug Epidemic

More Arizona teens get high on prescription medicine than cocaine, meth and Ecstasy combined. It is the fastest-growing drug problem in our country and considered an epidemic by the Centers for Disease Control and Prevention.

When taken as directed by a physician, there are medical benefits to prescription drugs. When misused, they are the silent killer. We often don't hear about prescription drug deaths in the news because they occur in a private setting like your home. Kids don't wake up.

We need to work together to save precious lives. Take action now. Follow these three steps to help keep your children safe from the danger of prescription drug misuse.

Una Guía para ayudar a su hijo a llevar una vida saludable y sin drogas.

1. Educate Yourself on the Prescription Medicines Kids are Abusing.

- Rx Pain Relievers
- Rx Sedatives and Tranquilizers
- Rx Stimulants

2. Communicate - Have a conversation with your children about the dangers of misusing medications.

- Tips for Talking with an elementary student
- Tips for talking with a middle school student
- Tips for talking with a high school student

3. Safeguard your medicine cabinet and ask your friends and family to do the same.

Learn about proper disposal of medications that you don't need anymore and also local prescription drug turn in events sponsored by the Drug Enforcement Administration and your local police or sheriff's office.

QUESTIONS?

Arizona State Board of Pharmacy
Web page: www.azpharmacy.gov

Dean Wright, CSPMP Director
Arizona State Board of Pharmacy
1616 W. Adams, Suite 120
P.O. Box 18520
Phoenix, AZ 85005
602-771-2744
Fax: 602-771-2748
dwright@azpharmacy.gov

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3424 **Regular Agenda Item** **4. E.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Eric Mariscal, Director		
Submitted By:	Cate Gore, Elections Assistant, Elections Department		
Department:	Elections Department		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	2015-2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Selection of a vendor to purchase the necessary equipment to operate the vote centers and voting precincts as established by the Board of Supervisors

Background Information

On September 1, 2015, Elections Systems & Software provided the Board of Supervisors with a presentation of its product line to include electronic scanning units and accessible voting devices because the voting equipment currently utilized by the County is old and outdated and there is a need to purchase new equipment. On September 15, 2015, Unisyn Voting Solutions and Robis Elections, Inc. were both provided the same opportunity to present their product lines to the Board.

On October 6, 2015, the Board of Supervisors established 5 vote centers at specific locations within Gila County while maintaining 11 existing voting precincts, and authorized the Elections Director to issue a Request for Proposals from the 3 companies that earlier provided a presentation to the Board in order to eventually purchase new voting equipment.

For many years now, voting at the traditional polling sites has been on the decline. This is not only true in Gila County, but in Arizona and across the nation. Voters are taking advantage of the "Early Voting" by mail in greater and greater numbers. Since 2006, the number of people voting at the traditional polling places in Gila County versus the number of people voting via early ballot has changed substantially. The Board of Supervisors approved the establishment of vote centers to bring about efficiency of resources and a quality voting experience for the citizens of Gila County. In order for vote centers to perform at peak efficiency it is necessary to replace Gila County's aging voting equipment, which has a life expectancy of operation of ten years. Gila County's current equipment, the Accu Vote Optical Scanner and TSX accessible voting units were purchased in 2004 and 2006, placing both systems at the terminus point of their useful service.

Evaluation

If vote centers are equipped properly with electronic poll books and ballot on demand printers, where printers make economic sense, voters will be able to vote in any vote center in the entire County without regard to an assigned precinct. Cost savings over time include a reduction in the total number of poll workers required, the cost to rent polling place facilities, and the cost of printing excess ballots. (See Attachment A) Printing and two-years' worth of storage of ballots for 101% + of the voting population is a tremendous waste of taxpayer resources when, historically, there has been a 45% to 65% voter turnout. There will be significant public communication to allow voters the opportunity to test the equipment and discuss the vote center concept. In seeking a replacement for Gila County's voting equipment, three vendors and their election systems have been reviewed. The vendors are: 1) Election Systems & Software, 2) Robis Inc. Elections, and 3) Unisyn Voting Solutions. All three vendors have provided official price quotes as requested by the Gila County Elections Department. (See Attachment B)

For the last several years the Elections Department has set aside capital improvement funds to purchase new equipment. These capital improvement savings and the remaining HAVA (Help America Vote Act) funds total $277,000. Based upon the submitted quotes, staff estimates the cost to purchase the equipment needed to operate the vote centers and precincts to be approximately $395,000. At the time of the contract approval by the Board of Supervisors (at a future meeting), staff will recommend the authorization of the use of General Fund Contingency Funds in the amount of $118,000 in order to purchase the equipment needed to operate the vote centers. (See Attachment C)

Conclusion

The Gila County Elections Department and the Gila County Recorder's Office have reviewed the voting equipment that has been demonstrated by Election Systems & Software, Robis Elections Inc., and Unisyn Voting Solutions Inc. Of the vendors that have been reviewed, there is only one company that has a complete voting system that will allow Gila County to pursue the transition from precinct based voting to vote centers. For vote centers to work, the electronic poll book, ballot on demand printers and accessible voting units are essential. Only Election Systems & Software has all of the components necessary to ensure the effective and seamless operation of vote centers on Election Day. It is the recommendation of the Gila County Elections Director and the Gila County Recorder that the Board of Supervisors select Election Systems & Software as the vendor to purchase the equipment that will be necessary to equip the vote centers, Recorder's Office and the Elections Department. In addition to the $277,000 already set aside, additional funding in the approximate amount of $118,000 will be required for this purchase.

Recommendation

The Gila County Elections Director and the Gila County Recorder recommend that the Gila County Board of Supervisors select the firm of Election Systems & Software to negotiate the purchase of the necessary equipment for a not to exceed amount of $395,000 with the understanding that approximately $118,000 of General Fund Contingency Funds will be required to complete the transaction.

Suggested Motion

Information/Discussion/Action to select the firm of Election Systems & Software for the future purchase of voting equipment to be utilized at vote centers, precinct polling sites, Gila County Recorder's Office, and Gila County Elections Department, and further to instruct staff to negotiate the purchase for a not to exceed amount of $395,000. **(Eric Mariscal)**

Attachments

Attachment A - Vote Centers Cost Saving Sheet

Attachment B - Price Quotes

Attachment C - Additional Funding Requests

Attachment A

Gila County Elections Department

Potential Cost Savings in the 2016 Election Cycle by Moving to Vote Centers

Polling place fees

The Gila County Elections Department pays $2,100.00 per election for the use of 33 facilities. By transitioning to 5 Vote Centers and 11 precinct polling sites our fees would drop to $1,275 a savings of over $800.

Poll Workers

The Gila County Elections Department used 203 Poll workers and Election Day Boards for the 2014 General Election at a cost of $22,255.00. By shifting to Vote Centers we would need approximately 110 poll workers and Election Day Boards that would cost roughly $11,790.00, close to a 50% cost reduction.

Early Board Workers

The Gila County Elections Department used 23 Early Board workers to process and tabulate for the 2014 General Election at a cost of $9,455.00. If the Gila County Elections Department were to procure a Central Count unit for tabulation it is possible that close to 50% reduction may occur in this area also.

Ballots

It is possible that we could see a 50 % reduction in ballot costs. At the completion of the 2016 Election Cycle we will have the data needed to procure an accurate cost savings.

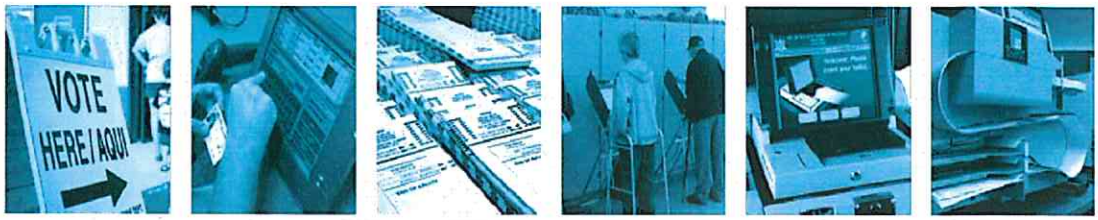
Ballot Programming

With the Gila County Elections Department assuming responsibility for ballot programming this will result in an automatic $50,730.00 savings for the 2016 Election Cycle.

Overall Cost Saving Potential

Possible Savings in the 2016 Election Cycle: $66,722.50 ($76,000.00 ballot printing variance)

Attachment B



Gila County, Arizona

Purchase Proposal Quote

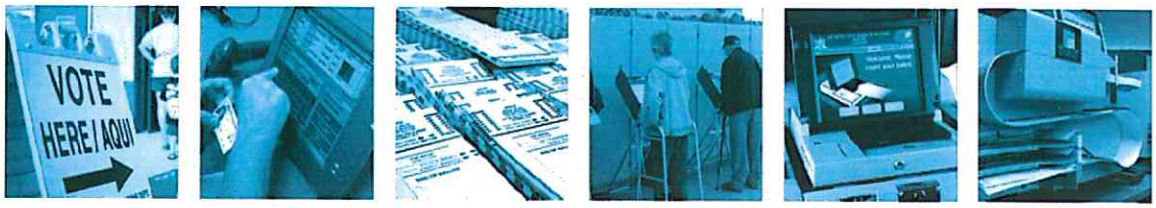
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
	Tabulation Hardware	
	Model DS850 High Speed Digital Image Scanner:	
1	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumbdrives)	$111,500.00
1	DS850 Annual License Fee	Included
1	Installation/Training Fee (1st Unit)	$3,500.00
1	Ballot Joggers	$550.00
	ExpressVote:	
30	ExpressVote Unit Including Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	$105,000.00
30	ExpressVote Printer	$21,750.00
	Software	
1	Electionware Software - PYO Standard (Base Package)	$27,090.00
1	Synthesized Audio Capability - Each Additional Language	$1,115.00
	Third Party Products	
1	Results Accumulation Device	$3,587.00
	Election Services	
5	Implementation Services (Does not include Coding, Voice Files or Ballots)	$7,875.00
X	Software Training	
X	Network Installation - ES&S In House & Shipped	$1,300.00
1	First Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	$4,125.00
X	Installation/Acceptance Testing	$3,150.00
X	1 Year Hardware and Software Warranty	Included
	Shipping & Other	
X	Shipping and Handling	$1,250.00
	Total Purchase Solution	**$291,792.00**

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.



Gila County, Arizona

Electronic Pollbook Quote

Submitted by Election Systems and Software, LLC

Description	UOM	Qty	Unit Price	Total Price
ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Tablet Protector Sleeve, Back Strap, Stand, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, USB Power Cable, 6-ft Power Cable, Touch Screen Cleaning Kit, Carrying Case, ExpressPoll Software, and Loading of Software on the Unit.	Each	30	$865.00	$25,950.00
MY3 Printer with Power Supply/Cord, USB Cable, Paper Roll, and Battery Backup	Each	30	$412.00	$12,360.00
Ballot On Demand Items:				
C711 Printer	Each	10	$2,575.00	$25,750.00
Other:				
Mobile Broadband Router with Enterprise Cloud License (CradlePoint 1200)	Each	30	$264.00	$7,920.00
4-Port USB Hub (Required if using any peripheral item with the tablet)	Each	30	$18.00	$540.00
Software:				
CentralPoint Software License and Hosting Fee. Requires Internet Explorer 10 or above.	License	1	$3,875.00	$3,875.00
Implementation Services:				
Acceptance Testing (per Unit)	Per Unit	30	$50.00	$1,500.00
Project Management - Initial Kick-Off and Process Consultation	Day	1	$1,575.00	$1,575.00
Project Management	Day	2	$1,575.00	$3,150.00
On-Site Support (3 Consecutive Days)	Event	1	$4,125.00	$4,125.00
Web-Ex Training for CentralPoint (Class Size of 10 Participants)	Event	1	$1,000.00	$1,000.00
EZRoster Software Training	Day	1	$1,575.00	$1,575.00
Shipping (ExpressPoll Hardware & Software)	Per Unit	30	$20.00	$600.00
One-Year Hardware and Software Warranty	N/A			Included
Order Total				**$89,920.00**

Payment Terms:

$22,480.00 Due within thirty (30) calendar days of contract execution.

$67,440.00 Due within thirty (30) calendar days of delivery of ExpressPoll Hardware and/or ExpressPoll Software.

Post-Warranty License and Maintenance and Support Services will be invoiced 90-days prior to the coverage period and are due within thirty (30) calendar days of invoice date.

Estimated Data Conversion Fees (Per Election if ES&S is Performing the Data Conversion):

Set-Up/Configuration Fee Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data Configuration File Customization - Screen Customization - Options Setting	Per Election	1	$500.00	$500.00

Testing/Validation
- Validation of Final Record Counts
- Baseline Validation of Application Workflows & Active Functions
- Testing of Special Configuration or Customer Options

Gila County, Arizona

Electronic Pollbook Quote

Submitted by Election Systems and Software, LLC

Description	UOM	Qty	Unit Price	Total Price
Processing Fee Per Registered Voter	Per RV	29,472	$0.0125	$368.40
Signature File Processing	Per RV	29,472	$0.0050	$147.36
Voter Images Processing	Per RV	0	$0.0050	TBD
Pollbook Database Update (fee per update)	Per Update	1	$225.00	$225.00
Post-Election Voter History Update (fee per update)	Per Update	1	$225.00	$225.00
Custom Report Creation	N/A	0	Per Quote	Per Quote
Custom VR Voter History Import File Creation	Each	0	$300.00	TBD
Reconversion Fee	Each	0	$250.00	TBD
Pollbook Screen Revision	Each	0	$125.00	TBD
Poll Location Map Display	Each	0	$150.00	TBD
Custom Conversion per Hour	Hour	0	$150.00	TBD
Estimated Data Conversion Fees				**$1,465.76**

Note: Data Conversion Services will be invoiced as Services are provided and total fees will be based upon actual work performed. 100% of invoice total due within 30 calendar days of invoice date.

Footnotes:

1. Pricing valid for thirty (30) calendar days and is subject to change without notice thereafter.

Gila County, Arizona

Purchase Proposal Quote

Submitted by Election Systems & Software

1/0/1900

Solution Includes:

Quantity	Item Description	Price
	Hardware, Software, and Services	
1	Flex Printer with Firmware	Included
1	Precision Input Feed Tray (For Flex Series Printers using J-Series or D-Series Cart)	Included
X	Shipping and Handling	Included
	Net Purchase Solution	**$6,255.00**

Price Quote

Gila County, AZ

Price Quote | Electronic Poll Books and On-Demand Ballot Printing

Submitted by Robis Elections, Inc.
300 S. County Farm Road, 3rd Floor | Wheaton, IL 60187
Phone: 630-752-0220 | Email: ssturm@robis.net
October 8, 2015

Introduction

Robis Elections offers the most versatile electronic pollbook solution on the market. The AskED ePollbook is configurable and can adapt to your needs as they change. It is designed for touchscreen hardware and guides election staff step-by-step like a GPS on how to correctly check in a voter no matter the voter's circumstances.

Robis Elections is 100% U.S.-owned and 100% of the AskED ePollbook software is developed in the U.S.A.

Executive Summary

At Robis Elections, we are passionately committed to creating innovative products that equip election officials to deliver smooth-running, efficient elections. We help meet the challenges and solve the problems impacting election officials today and tomorrow. Established in 1991 by David Davoust, Robis has built a reputation of providing the highest level of support and service to its customers, so that elections run more smoothly than ever.

We created our unique AskED® product suite to solve Election Day issues on-site and off-site with accuracy and consistency. With the AskED product suite, jurisdictions can track and eliminate problems while seeing exactly what's happening at every location in real-time.

Philosophy: To provide election officials with peace-of-mind and lower stress while making dramatic improvements to the election process utilizing technology that poll workers consider easy to use.

Special Qualifications: Robis Elections is privileged to partner with jurisdictions throughout the United States—and each of them have unique requirements and specifications. Our AskED products give them what they need today with flexibility for the future (such as transitioning from precincts to vote centers). As their needs change, AskED products adapt. Our clients are not locked in to static, quickly outdated systems. Los Angeles, Maricopa County (Phoenix), Chicago and Dallas. These are just a few of the clients successfully using AskED® products.

Robis Elections offers the most versatile electronic poll book solution on the market. The AskED ePollbook is data-driven so it can adapt to your needs as they change. It is designed for a touchscreen interface with large buttons and large text that guides election staff step-by-step like a GPS on how to correctly check in a voter no matter what the voter's circumstances are.

Advanced reporting from Robis Election's Command Center gives election administrators a view of what is happening in real-time. Every action on the AskED ePollbook is logged, giving you access to a wide variety of information. All this information is protected by the industry's leading security technology combined with Robis' innovative Self-Destruction Options and more. In addition to innovative products, Robis Elections goes the extra mile planning and prepping on the front end and providing exceptional service throughout the process. We are successful when we make our clients successful.

AskED ePollbook Advantages

Automate multiple processes with the Robis Election's electronic poll book solution and find more efficiencies:

At the Polling Places	At the County Office	At the Landfill
• Automate voter check-in and look up voters faster • Reduce wait times • Print ballots on demand • Synchronize voter data between multiple locations in real-time • Deploy additional systems quickly • Step-by-step directions on the device increase accuracy	• Update voter history instantly • Reduce provisional ballots • Monitor voter traffic at any location • Consolidate polling locations • Fewer troubleshooter calls • See what is happening in real-time	• Eliminate paper rosters • Eliminate pre-printed ballots • Reduce training manuals

Speedup Voter Check-In

Using the AskED ePollbook for voter check-in is not only faster than paper-based rosters, it can also ensure that all voters are processed correctly regardless of the poll worker's experience.

AskED ePollbook Speed Enhancing Features

Touchscreen Hardware	*Election Decision Support™*	*Barcode Scanning*	*Electronic Signature Capture*	*On-Demand Ballot Printing*
Large buttons. Large text. Clear Directions.	Displays simple step-by-step directions.	Instantly find voter. Pre-populate fields. Less typing.	Process specific. Poll Site specific. Voter specific.	Prints the voter specific ballot on the spot.

Simplify Poll Worker Processes

The AskED ePollbook is easy-to-use by guiding election staff through simple "yes" or "no" questions to determine voters' eligibility. Opinions and guesswork are removed from the equation, reducing errors and minimizing the need for time-consuming provisional ballots. You can be assured that every voter is handled correctly and consistently across all polling locations.

1	2	3
Lookup and confirm voter.	Have voter confirm their identity.	Hand the voter their ballot.

Additional Advantages of the AskED ePollbook

- VSTL Labs Tested and Certified
- Extensive customizable decision support logic
- Data-driven functional configurability
- One/two-way messaging capability
- Smart end-of-day web reconciliation form
- Intuitive touchscreen interface
- Contains electronic versions of poll worker training materials with videos
- AskED Command Center is included for election management

Additional Unique Features of Robis Elections

- Robis-created software is used in over 50,000 polling locations
- Direct experience integrating with AVM, Diebold/Premier, Dominion, ES&S, Hart, Sequoia & more.
- Robis Elections is a Microsoft Silver Certified Partner, a Google Android developer, a member of Microsoft Independent Software Vendors (ISV) and a Microsoft Hosting Solution Provider.
- Robis Elections is 100% U.S.-owned and 100% of our software is developed in the U.S.

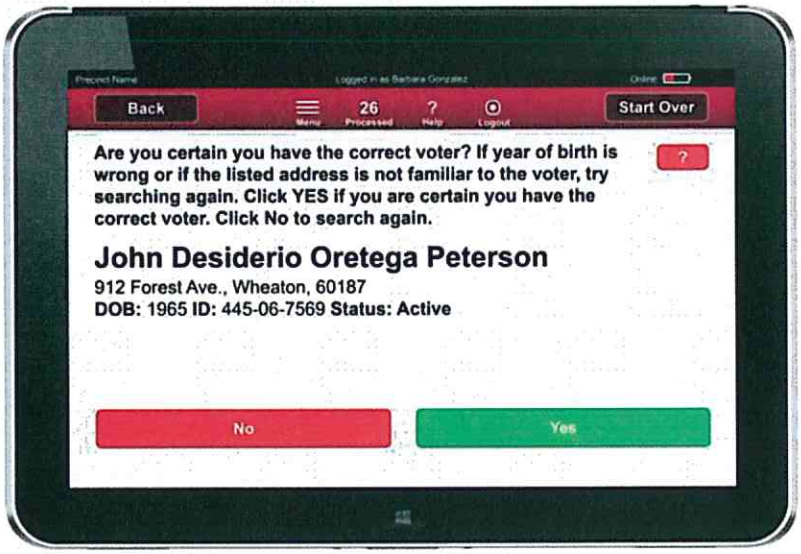
Customization

Live Updates	Robis Elections continually updates our solutions with the latest features and security updates.
Configured for You	The AskED ePollbook is tailored to how your election department works and not the other way around. • Each screen is data-driven and configurable for you and can be adjusted by your staff as needed. • All-in-one case is configurable for you & makes for one-step set-up at the polls. • Custom reports available
Voter Eligibility Logic	The AskED ePollbook comes programmed with your election logic, so voters get processed correctly. • All logic paths and content are customizable prior to any election. • Determines the correct ballot style for each situation. • Step by step instructions direct the poll worker through the entire check-in process. • If the voter is at the wrong polling location, the system will automatically display the correct location • When you have a change to your election process, the AskED ePollbook can be easily configured to take the change into account.
Election Decision Support™	Patent-pending Election Decision Support™ system on the AskED ePollbook uses straight-forward yes/no questions to guide poll workers to the correct action for each voter regardless of the voter's circumstances: • Did the voter already vote? • Did the voter request an absentee ballot? • Did the voter change their name? • Did the voter move? If so, when?
Vote Center Integration	Take vote centers to the next level with the AskED ePollbook. • Distribute the correct ballot to each voter. • Election Decision Supports determines which ballot a voter should get • Print ballots on-demand available.

Security

Security at Headquarters	The AskED ePollbook controls what a poll worker or authorized user is allowed to access. • From the AskED Command Center system managers can set user role assignments to determine what features each user can access. System managers can control accounts and account passwords. Set up users, assign user roles, set up poll sites, view reports (Examples: voter roster, voters by location, ballot types, voter turnout, status) and view poll site connections. • Every operation performed is logged. • Password authentication is required. • Sensitive voter data is encrypted
Security at Polling Places	The AskED ePollbook controls what a poll worker or unauthorized user is allowed to access. • All devices are provided in kiosk mode which does not allow any other usage or tampering. • Multi-level password authentication is required. • Sensitive voter data is encrypted. • Communication is encrypted and secured using VPN and SSL technology. • AskED ePollbooks and servers have anti-virus/anti-malware and firewall enabled. • AskED ePollbooks utilizes the latest Windows technology for long term security & support. • (10+ years vs a few years for Apple & Android solutions). • Voter data can be set to automatically self-destruct after a certain period of time or remotely if connectivity is used.
Communication	The AskED ePollbook does not require a connection to operate. • All communication between ePollbooks and the server is automatic and does not require a user to **"invoke" it. The system supports both peer**-to-peer (pollbook to pollbook in a location) and client-server (pollbook to central server). The networking hardware needed will depend on the number of ePollbooks in each location. • Information is stored in multiple secure locations for redundancy & data integrity. • **Each device contains all information needed so voting doesn't stop if a connection is lost and data** transfers resume in the background whenever a connection is restored without pollworker intervention. • All data transmitted to and from the AskED ePollbook is secured using SSL and/or VPN technology. • While we personalize our solutions as needed for each client, we typically have AskED ePollbooks on a private LAN behind a firewall that connect to a central server either by VPN or by SSL. This central server would be located in a secure datacenter. A listener resides in your web DMZ zone protected by firewall/IDP, etc. and handles all secure traffic to/from the AskED server and the pollbooks.
Connectivity	The AskED ePollbook does not require a connection to operate. However, when a connection is available: • Connectivity ensures voter information is up-to-date and enables immediate updates of voter history. • Information is stored both locally and on the server. • Central office will know the status of every location, how many voters have voted, the average check-in time, the current wait time, etc.

Simplicity



Just-In-Time Training™	Your poll workers will love it. No other electronic poll book makes a poll worker's job easier. • Step-by-step instructions guide the poll worker through the check-in process. • Integrates state and local regulations into the poll worker screens. • **Clear 'Yes' and 'No' responses to simple questions assure accurate and consistent voter** check-in.

Help Topics	**Find answers and boost poll worker's skills with the AskED ePollbook's searchable help system.**
	
	• Includes content from your poll worker training manuals
	  • Eliminates need for paper manuals
	• Includes help with your specific election equipment
	• Includes short video tutorials on set up, tear down and troubleshooting
	  • Ensures voting continues without interruptions
	• Trains poll workers in real-time with the tools you already have
	• Supplements in-class and online training
	
	Every help topic viewed and every search performed by the poll workers is logged. This allows you to review after the election where poll workers needed assistance in order to adjust training. It also allows you to see what topics they were searching for that were not in the Help system so that those topics can be added in the future.

Poll Site Maps	Direct lost voters to the correct poll location with the AskED ePollbook. • Built-in maps show the exact location and address of a voter's poll site. • Provides voters with a better experience.

Expandability

Wait-Time Application	Communicate poll site wait times to voters with the AskED ePollbook. • Post poll site wait times on your website in real-time. • Provides voters with timely and valuable information.
Wireless Network Connectivity	The AskED ePollbook does not require a connection to operate. • Connectivity ensures voter information is up-to-date and enables immediate updates of voter history. • **Information is stored in multiple locations, so voting doesn't stop if a connection is lost.** • All data transmitted to and from the AskED ePollbook is secured using SSL and VPN technology. *Note: The AskED ePollbook stores the complete county database on the device. The software is also stored on the device, so no connection is required for the ePollbook to operate. While vote centers do need a connection to keep the central server and all ePollbooks up-to-date, the point is that in the event of intermittent connectivity, the AskED ePollbook will continue to function so that the election is not affected. Once the connection stabilizes, the AskED ePollbook will automatically download and upload any changes. Voting continues regardless of that connection failure. Note that the elections office is immediately alerted to the fact that the connection has gone down so that steps can be taken to address any network issues.*
Same-Day Voter Registration	The AskED ePollbook supports same-day voter registration by guiding the poll worker so they know exactly what to do based on your jurisdiction's laws for a voter registering the same day as the election.
On-Demand Ballot Printing	Print ballots on demand to support Early Voting and Vote Centers, reduce waste and remove the chance of a voter getting the wrong ballot.
Custom Forms	The AskED ePollbook also has the ability to print custom forms with voter information pre-filled. If a voter needs to fill out a particular affidavit, you no longer need blank copies. If you have a printer, the form can be printed as needed and you can be assured that it will always be the correct form for that voter's particular circumstances. (Of course, we also support electronic forms right on the screen with electronic signatures if a printed form is not necessary.)
Reconciliation	Another unique feature of the AskED ePollbook is a smart reconciliation feature that guides the poll worker through the close-of-polls procedure in terms of accounting for all voters checked in, provisional ballots issued, spoiled ballots, etc. This feature can make canvass much easier since poll workers are guided through explaining any special cases before leaving the polling place on Election night.

Command Center

Central Command Center	The AskED ePollbook has the ultimate command center. Make updates on the fly with the click of the button. • Set up users • Assign user roles • Set up poll sites • View reports (Examples: voter roster, voters by location, ballot types, voter turnout, status) • View poll site connections • Export voter history • Reconcile data • Qualify provisional ballots reports
Forensics	All actions on the AskED ePollbook are logged. So if a voter claims that they were not treated properly or were given incorrect advice, you could, in theory, review all the screens the poll worker viewed when helping that particular voter.
Reporting	The AskED ePollbook includes a wide variety of reports on each poll book including: • Summary of all voters by ballot style and party • List of all voters who have checked in • Printable roster with all voters in the precinct • Printable register with all voters who have voted • Exportable file of voter check-ins • Also, all actions on the AskED ePollbook are logged • Live connected environments get reports in real-time
Election Day Turnout	Throughout Election Day, you will have immediate access to the actual voter turnout at all locations across the jurisdiction. Not only will you know how many people have voted, where and what ballot style, but you will also know who has voted and who has not voted. You could potentially make these lists available to the political parties so that they no longer need Poll watchers in the polling place to determine who has not shown up to vote. This would improve the service to the parties and would calm things down at the polling locations.

Looking Ahead

Easy Deployment	Maintenance and Upgrades	Advance with AskED
The AskED ePollbook makes device deployment, maintenance and support easy. Robis Elections has: • Fully staffed election services team (45 member team) • In-house team of developers • New research and development facility opened in February 2014	Robis Elections has a policy of continuous product improvement. Customers can benefit from feature requests from other AskED customers*	The AskED Product Suite offers other products to help you maximize your efficiency and enhance the voter experience.

* In order to receive all software updates and upgrades, the County must have an active annual support and maintenance plan in place. In addition to the product upgrades, the support plan includes unlimited technical support via phone, fax and email during normal business hours as well as 24 hour emergency service.

Election Experience

Experience

Robis Elections is 100% U.S.-owned and 100% of the AskED ePollbook software is developed in the U.S.A. Robis, Inc. was founded in 1991 and spun off Robis Elections in 2005. Robis-created software has been used in 25% of all polling locations in the U.S. Robis Elections has a reputation of support that is second to none. We partner with our customers to provide reliable, secure and scalable solutions that are easy-to-use. The AskED suite empowers election departments to do more with less. We are working with election officials across the U.S. to improve the administration of elections.

Election Equipment

Integration is what makes us different. No matter what voter equipment you choose, the Robis Elections team ensures seamless integration.

- Direct experience with wide variety of election equipment manufacturers
- Experience with wide variety of election processes across the country
- Experience creating election equipment manufacturer software

We're Here For You

We have an entire team of innovators and problem-solvers. We're here to help you leverage your resources and maximize your efficiencies so that your elections run smoothly, Call us at 844-84ASKED or email us at info@robis.net

Gila County, Arizona
Software & Tablet COTS Hardware Option

Pricing based on Maricopa SAVE Contract #13029 executed 8/21/2013

Description	Unit Price	Quantity	Total Price
Software			
AskED ePollbook Software License with Intuitive Touchscreen Interface, Data-Driven Configurability, Extensive Customizable Election Decision Support Logic, Election Training Manuals and Videos, VSTL Labs Tested.	$395	30	$11,850
AskED Command Center Web Portal with Management Tools for Setting Up Elections, Exporting Voter History, Real-Time Status Reports and More.	Included		Included
Hardware			
AskED ePollbook Touch Screen 2-in-1 Tablet (Microsoft Windows Platform). Security Updates Supported Until 1/10/2023. Includes Built-In Keyboard, Wi-Fi and Bluetooth capability.	$599	30	$17,970
All-In-One Connected Case with Single Power Cord. (See Note 4 for Detailed Description.)	$249	30	$7,470
Bluetooth Receipt Printer with Battery Backup. Includes Paper Roll.	$150	30	$4,500
2-D Barcode Scanner	$235	30	$7,050
1" x 5" Signature Pad	$185	30	$5,550
On-Demand Ballot Printer - Oki Data C711 DTN	$1,400	10	$14,000
Total AskED Hardware and Software			**$68,390**
Professional Services			
Initial Implementation	$7,029	1	$7,029
Training Per Day, Per Person (See Note 1)	$2,845	2	$5,690
Data Loading (Per Election)	$1,995	1	$1,995
On-Site Support Per Person, Per Day (See Note 2)	$2,845	3	$8,535
Total Professional Services			**$23,249**
Optional Annual Support and Maintenance (See Note 3)			
Year 1	Included		Included
Year 2+	$117	30	$3,512
Other Optional Items			
Live Connection Hosting (Per Unit)	$23		
HP Laser Printer with On-Demand Ballot Printing and Form Printing (Letter or Legal Size)	$399		
4" x 3" Backlit Signature Pad (Per Unit)	$250		

Notes

Note 1: Training is estimated at one day on site for train the trainer. This can be increased depending on what extent the County wishes Robis Elections to be involved in training the trainers and/or the pollworkers.

Note 2: On-site Election Day support can be determined prior to the first Election, as well as subsequent Elections, based on County's determination.

Note 3: Annual support for hardware questions is included in the software support and maintenance. Hardware failure in the first year would be covered under the manufacturer's warranty. After the first year, replacement of failed hardware would be an additional expense of the County.

Note 4: This is a special case custom designed by Robis to hold the laptops or tablets and all items used by the pollbook as selected by the County. What makes this case unique is that all items are already set-up and connected within the case and the poll worker uses the laptop or tablet right from the case without removing it. All the poll worker has to do is plug in the power. This makes set-up much easier and avoids confusion or training issues around what cords need to be plugged into which port.

Note 5: Pricing is based on the Maricopa County, Arizona Contract Pursuant to RFP Serial 13029-RFP. Contracted entered upon the 21st day of August, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Robis Elections Inc., an Illinois corporation ("Contractor") for the purchase of electronic poll book hardware, software, support and maintenance.

Client Signature/Title	Date
Robis Elections Signature/Title	Date

2310 Cousteau Court
Vista, CA 92081, USA
Telephone: 1 (760) 734-3233
Fax: 1 (760) 598-0219

October 20, 2015

Gila County Department of Elections
Eric A. Mariscal, Director
5515 S. Apache Ave., Suite 900
Globe, Arizona 85501

Dear Mr. Mariscal,

Thank you for inviting Unisyn Voting Solutions, Inc. to submit a quote for Gila County's new voting system solution.

The attached Purchase Quotation contains an official price quote per the October 7, 2015, request. In addition to the three equipment types and one full suite of Unisyn's Election Management System, we have included a complete description of the Installation, Training and Election Support services requested by you.

The Equipment includes:

30 OVI-VC – touch screen Ballot Marking Devices for use in Early Voting and on Election Day

2 OVO – Optical Scanners – Backup scanners for the Central Tabulator used for Early Voting Ballots, Mail-in Ballots and Election Day Ballots

1 OVCS – Central Ballot Scanner to tabulate Mail-in Absentee Ballots, Early Voting Ballots and Election Day Ballots

The Full Suite of Election Management Software includes:

1 OCS – is the full suite of Unisyn's Election Management Software Modules allowing your staff to create each election from Ballot Layout through Results upload and Reporting without assistance or charges from Unisyn following the training

Also disclosed in the quote is a complete list of services including comprehensive Installation, Training and Election Day Support. The intent is to provide training to the Gila County Election's staff to allow them to conduct elections without vendor assistance unless necessary. This is the same model used successfully in Yavapai County. Please refer to the attached letter from Yavapai County.

As I have stated previously, there are many reasons why choosing Unisyn as your next Voting Systems provider and ***partner*** is the best solution, a few reasons follow:

- Unisyn is a great "Partner"
- Unisyn's products are State of the art technology – COTS design, easy to maintain
- All products are developed with Open Source Code – LINUX (the finest security available)
- Products are easy to transport and setup – simple Open/Close procedures
- Poll Worker and Staff training is very easy to learn
- The OVI-VC is a multi-functional device in that it handles Early Voting, Vote Centers and Election Day Voting. It may be reused from Early Voting to Election Day reducing the number of devices needed.
- The OVI-VC produces the voter's ballot instantly and can be used as a source of ballots should pre-printed ballot quantities run low on Election Day in the polling site
- The OVCS Central Tabulator is very efficient yet extremely cost effective
- Each OVO is capable of tabulating all precincts on one device

- Each OVO Tabulator can accept and scan all precincts' Early Voting, Election Day and Absentee ballots efficiently
- Our Election Management System Software (OCS) is very intuitive, user friendly and in many ways very similar to GEMS
- OCS reports are exact clones of the reporting the County has used for years
- Unisyn's proven commitment to outstanding service and support is well known
- Unisyn's service is nearby in San Diego and, as a plus, Gila can rely on the very knowledgeable staff in Yavapai as your "back up" County

Unisyn is offering several deferred payment options for the County's consideration. We have provided a three, four and five year Tax Exempt Lease Purchase Plan and a three, four and five year Rental Plan. Either plan provides for annual payments including all equipment, software, supplies and services. Each plan may be customized to the exact requirements of Gila County. Once the options have been reviewed, Unisyn will be happy to alter each plan if certain components of the system intend to be paid directly from other sources or quantities of items included on the quotation change for any reason.

Unisyn looks forward to being selected as your partner for the next era of voting system use in Gila County. If you have any questions, please don't hesitate to call or email me or Barry Herron, Director of Sales.

Unisyn Voting Solutions, Inc. – ***"A company large enough to serve, yet small enough to care"***

Respectfully yours,

Paul Griego
Unisyn Voting Solutions, Inc.

Doc # 2015-126

PURCHASE QUOTATION
For
Gila County Department of Elections
5515 S. Apache Ave., Ste. 900
Globe, Arizona 85501
OpenElect Voting System

Quantity	Description	Price Extension
2	**OpenElect Digital Optical Scan Tabulator (OVO), including Ballot Box, Carry Case, Transfer Media and Initial Firmware**	$9,404.00
30	**OpenElect Voter Interface Ballot Marking Devices (OVI VC), including Carry Case, Transfer Media and Initial Firmware**	$98,318.00
1	**OpenElect Central Tabulation Scanner (OVCS) including Dust Cover**	$45,300.00
2	**DELL Server**	$6,300.00
1	**DELL Laptop**	$1,950.00
1	**MYSQL**	$1,000.00
1	**Election Management System (OCS) including:** Ballot Layout Manager Election Manager Election Server Tabulation Client Tabulation Monitor Tabulation Reporting	$23,000.00
1	**Initial Supplies including Back UP TM's, Rolls of Paper**	$1,122.00
1	**Shipping and Handling**	$1,500.00
1	**Installation Services including (Four Days):** Delivery and Acceptance Testing OCS Installation Hands-On Acceptance testing and Diagnostic Training Staff Operations Training Poll Worker Train the Trainer	$6,000.00
1	**Election Management (OCS) Training (Five days)**	$8,000.00
1	**Election On-Site Support (Three Days)**	$4,800.00
1	**Special Gila County Allowance**	($20,000.00)
	Total Direct Purchase Price	**$186,694.00**

Annual Post Warranty License & Firmware Fees, due at Anniversary Date:

Quantity	Description	Price Extension
2	OVO License & Firmware	$150.00
30	OVI-VC License & Firmware	$1,350.00
1	OVCS License & Firmware	$250.00
1	OCS License	$23,000.00
Total		**$24,750.00**

Annual Post Warranty Equipment Extended Warranty, due at Anniversary Date:

Quantity	Description	Price Extension
2	OVO Extended Warranty	$400.00
30	OVI-VC Extended Warranty	$4,650.00
1	OVCS Extended Warranty	$2,825.00
Total		**$7,875.00**

Long Term Financing Options:

Tax Exempt Lease Purchase Options:

Three year Annual Payments	$64,408.00
Four year Annual Payments	$49,275.00
Five year Annual Payments	$40,219.00

Rental Payments Options (The Yavapai County Program):

Three Year Annual Payments	$63,412.00
Four year Annual Payments	$50,212.00
Five year Annual Payments	$40,764.00

End of Rental Options:

1. Purchase Equipment for Fair Market Value
2. Continue Lease on a monthly basis
3. Return Equipment (Lessee is responsible for cost of return)

Note: First Payment is due at Contract Signing and on the anniversary each year thereafter. Payments do not include Annual License & Firmware and Extended Warranty Fees as listed above. These will be billed separately.

1. **Validity:**

   The quote is valid for 30 days from the quotation date.

2. **Taxes:**

   Prices and fees are exclusive of, and Gila County is responsible for, all applicable taxes, including any withholding tax, duties, assessments and sales taxes related to this project.

3. Warranty:

The warranty period for Equipment and Software is one year, commencing from date of acceptance by Gila County.

Prepared by:

Unisyn Voting Solutions, Inc.

Name: Barry Herron
Director of Sales
Date: 10-20-15

Yavapai County
Department of Elections
1015 Fair Street-Room 228
Prescott, Arizona 86305
Phone: (928) 771-3250 Fax: (928) 771-3446
web.elections@co.yavapai.az.us

Lynn A. Constabile
Elections Director

September 2014

In early 2014, Yavapai County Elections was faced with the undesirable future of using 16 year old voting machines for the upcoming mid-term elections. Our dilemma, like most everyone, was that money is tight and Elections are not at the top of the check writing priority list (until Election Day that is!). After several meetings with the County Supervisors, we agreed to a plan to lease a new system. Now we just had to find a vendor that would agree to our terms, would fit in our budget and whose equipment would work with our Vote Centers. Enter Unisyn Voting Solutions.

Everything about Unisyn's system fits our needs. The OCS, Unisyn's OpenElect election management system is broken into 8 modules which all work together seamlessly. The EMS stores information that is repeatedly used, such as race titles, headers and precinct/ district assignments, making programming future elections quick and easy. Even audio files can be reused and do not have to be re-recorded from scratch for every new election.

The OVCS, Unisyn's central count scanners, tabulate ballots at a rate of four times faster than our previous system. The software also allows for digital resolution of ballots instead of manual duplication and can be set to only look at races for official write-in candidates. Both of these options are huge time savers at a juncture when time is in short supply.

The OVI, their ADA compliant touchscreen device, is easy to use, easy to program and prints a paper ballot instead of tabulating votes. *This is especially useful when fending off attacks from some of our more vocal and conspiracy challenged voters.* The touchscreen is also simple for poll workers to setup and take down. There were zero complaints from poll workers about the OVI during the 2014 Primary Election. Additionally, voters were happy with the user friendly machine and even asked poll workers if we would be getting more of them.

All of these reasons should be enough to sell anyone on the Unisyn products, but there is an added bonus to this great system. I have been an Elections Director for over 10 years and the people at Unisyn are the most agreeable and supportive vendors I have ever worked with. They truly take their job **and your job** seriously. They go above and beyond to help you achieve success. They sincerely make you a part of their team and work with your existing laws, processes and procedures to integrate this new system into your jurisdiction. Most of us only dream of having the ability to change our EMS, Unisyn makes this dream reality by soliciting feedback from their customers to help make the system even better.

I would highly recommend both the OpenElect system and Unisyn Voting Solutions!

Attachment C

Gila County Elections Department Request for Additional Funding

The Help America Vote Act of 2002 provided $3.2 Billion in federal aid to states to procure new voting systems. The funding for the refit of new equipment however falls solely upon the counties in Arizona. In keeping with recommendations by the Arizona Secretary of State's Office the Gila County Elections Department has been building up a capital improvement fund for the refit of elections equipment. However, even with this dedicated savings plan fund there will be a shortfall. Of the election systems reviewed only one vendor has all the needed equipment. This vendor is Election Systems & Software. The official quoted price for the equipment necessary to refit the Gila County Elections Department, The Gila County Recorder's Office, Vote Centers and Precinct Polling sites is **$389,432.76**. The Gila County Elections Department currently has **$256,000.00** available in the capital improvement account. There is also **$21,000.00** left in HAVA funding bringing the total to **$277,000.00** available to put towards the purchase of equipment. This leaves **$112,432.76** that will need to be funded.

ARF-3436 **Regular Agenda Item** **4. F.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Submitted For: Steve Sanders, Director

Submitted By: Patti Dremler, Administrative Clerk Specialist, Public Works Division

Department: Public Works Division

Information

Request/Subject

Gila County Public Works received an application and petition to begin the process to abandon a portion of Elaine Way adjacent to Lot 9 Christopher Creek Haven Plat Five, Official Map No. 448, Gila County Records.

Background Information

The Christopher Creek Haven Plat Five was recorded in April 1971. Elaine Way is a dedicated public road forty six (46) feet in width.

Evaluation

A portion of the home, stairs, upper deck, and a building encroach into the right-of-way of Elaine Way. Abandoning the portion of Elaine Way burdened by the encroachments will not affect the traveling public that use Elaine Way.

Conclusion

It is in the best interest of all involved to begin the process to abandon the portion of Elaine Way being encroached upon.

Recommendation

It is the recommendation of the Public Works Division Director that the Board begin the process to abandon a portion Elaine Way.

Suggested Motion

Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to abandon a portion of Elaine Way, which is adjacent to Lot 9 Christopher Creek Haven Plat Five, an area of Payson. **(Steve Sanders)**

Attachments

Petition

Plat Map

Record of Survey

PETITION TO VACATE A ROADWAY OR EXTINGUISHMENT AN EASEMENT

We the undersigned, all being resident taxpayers in Gila County, Arizona, do hereby petition the Honorable Gila County Board of Supervisors for the vacation or extinguishment of the above described property:

portion of Elaine Way adj to Lot 9 Christopher Creek Haven Plat Five

Petition must have a minimum of ten (10) signatures that support the application. While not a requirement it is suggested residents surrounding the proposed vacation or extinguishment be given the opportunity to sign the petition.

NAME	ADDRESS	DATE
[illegible]	174 Elaine Way	8-1-15
Elizabeth A. Upder	174 Elaine Way	8/1/15
MARK KESSLER / LYNDA KESSLER / Lynda Kessler	142 S. ELAINE WAY	9/8/15
Shannon Bayer	5581 Miami Gardens Dr., Miami	10-7-15
[illegible]	130 Charlenes Lane, Globe	10/7/15
[illegible]	4851 El Camino Claypool	10/7/15
Mark C. Sueneno	825 Desert Dr Globe	10/7/15
Ken Ross	808 E. MAPLE GLOBE	10/7/15
[illegible]	730 S Tenth St Globe	10/7/15
John Rosa	765 E. Senita Dr. Globe	10/7/15

Restrictions in Restrictions docket 300 Page 254.

448

$5.00
10:55
C

339942

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Gila County Abstract Company
Date Apr. 21, 1971 Time 10:55 A.M. Map File Official Records Map No. 448
Records of Gila County, Arizona.
WITNESS my hand and official seal the day and year first above written.
INDEXED
DORIS FRIEDS, County Recorder
By Elizabeth Templer Deputy.

DEDICATION

STATE OF ARIZONA }
COUNTY OF GILA } S.S.

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ARIZONA TITLE INSURANCE AND TRUST COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE, HAS SUBDIVIDED UNDER THE NAME OF CHRISTOPHER CREEK HAVEN - PLAT FIVE, LOCATED IN PART OF THE N.E.1/4 OF SECTION 30, T11N, R13E, G&SRB&M, GILA COUNTY, ARIZONA, SHOWN HERE ON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID CHRISTOPHER CREEK HAVEN, PLAT FIVE, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS & STREETS CONSTITUTING SAME AND THAT EACH LOT AND EACH STREET SHALL BE KNOWN BY THE NUMBER OR NAME THAT IS GIVEN TO EACH, RESPECTIVELY, ON SAID PLAT, AND THE ARIZONA TITLE INSURANCE AND TRUST COMPANY, AS TRUSTEE HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES AS SHOWN HEREON.

IN WITNESS WHEREOF, THE ARIZONA TITLE INSURANCE AND TRUST COMPANY, AS TRUSTEE HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS 23rd DAY OF March (1971)

ARIZONA TITLE INSURANCE AND TRUST COMPANY, AS TRUSTEE

BY: [redacted] VICE-PRESIDENT ATTEST: Stanley T. Dehnke ASSISTANT SECRETARY

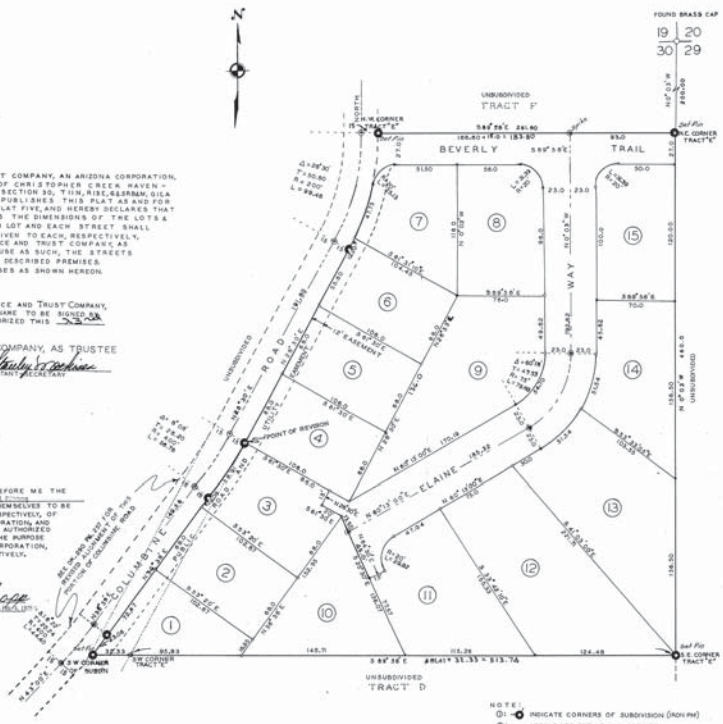
ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF GILA } S.S.

ON THIS THE 23rd DAY OF March, (1971) BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED [redacted] AND [redacted] WHO ACKNOWLEDGED THEMSELVES TO BE [redacted] VICE-PRESIDENT AND ASSISTANT-SECRETARY, RESPECTIVELY, OF ARIZONA TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, AND THAT THEY AS SUCH OFFICERS RESPECTIVELY BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, AS TRUSTEE, BY THEMSELVES AS SUCH OFFICERS RESPECTIVELY.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: Paula F. Knapp
MY COMMISSION EXPIRES By Commission Expires 1973



NOTE:
①: INDICATE CORNERS OF SUBDIVISION (IRON PIN)
②: IRON BARS SET AT ALL CORNERS
③: ⊕ INDICATES STREET MONUMENT POINTS (SPIKE)

CHRISTOPHER CREEK HAVEN
PLAT FIVE

LOCATED IN N.E. 1/4 SEC. 30, T11N, R13E, G&SRB&M
GILA COUNTY, ARIZONA

A SUBDIVISION OF TRACT E CHRISTOPHER CREEK HAVEN PLAT THREE AS RECORDED ON G.C.R. MAP 201, BEING PART OF THE LAND CONVEYED TO JOHN BOWMEN BY U.S. PATENT SERIAL NUMBER 05194, AND A PORTION OF LAND ADDED AS A RESULT OF REVISED ALIGNMENT OF COLUMBINE ROAD AS DESCRIBED IN DK. 280 PG. 257 AND QUIT CLAIM RECORDED IN BOOK 300 PAGE 176

APPROVALS

APPROVED BY THE GILA COUNTY PLANNING AND ZONING COMMISSION THIS 15th DAY OF APRIL 1971

CHAIRMAN

APPROVED BY THE GILA COUNTY BOARD OF SUPERVISORS THIS 26th DAY OF April 1971

ATTEST Louise E. Pettingrew CLERK Charlie Nichols CHAIRMAN

CERTIFICATE

THE UNDERSIGNED REGISTERED LAND SURVEYOR OF THE STATE OF ARIZONA, HEREBY CERTIFIES THAT THIS PLAT OF CHRISTOPHER CREEK HAVEN PLAT FIVE, WAS PREPARED UNDER HIS SUPERVISION DURING THE MONTH OF JANUARY 1971

George C. Blount
REG. NO. 4519

S. 1-70

DATE: 2-71	REGISTERED LAND SURVEYOR GEORGE C. BLOUNT CERTIFICATE NO. 4519 ARIZONA U.S.A.	BERNARD W. & MARION G. PETERSON 5433 E. OSBORN RD. PHOENIX ARIZONA	
SCALE: 1" = 40'			
DRAWN: R.L.O.		CHRISTOPHER CREEK HAVEN PLAT FIVE GILA COUNTY, ARIZ.	JOB NO.
CHECKED:			SHEET NO.
APPROVED BY:		JAMES H. HOWARD & ASSOCIATES CONSULTING ENGINEERS HOUSTON, TEXAS CLARKDALE, ARIZONA	448

REV. NO.	DATE	BY:	REVISION

3456

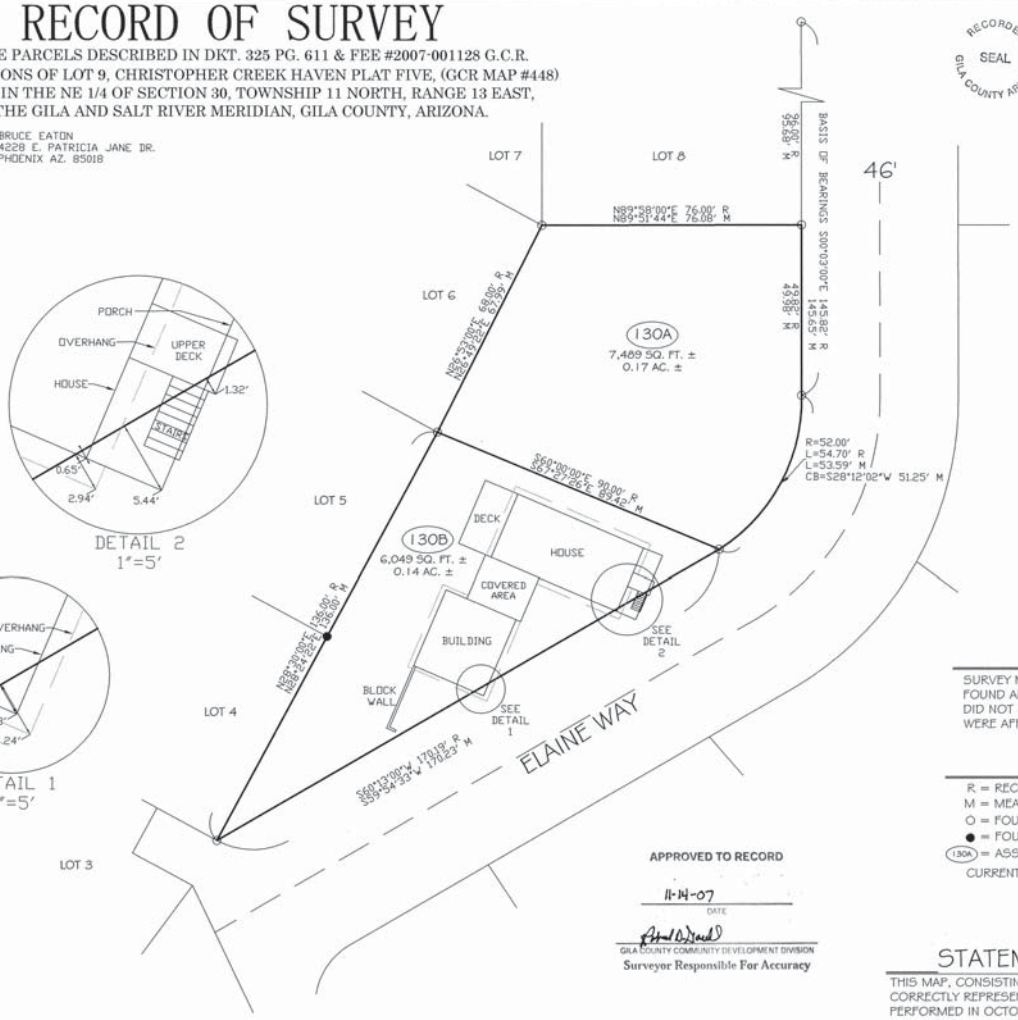
RECORD OF SURVEY

OF THOSE PARCELS DESCRIBED IN DKT. 325 PG. 611 & FEE #2007-001128 G.C.R.
BEING PORTIONS OF LOT 9, CHRISTOPHER CREEK HAVEN PLAT FIVE, (GCR MAP #448)
LOCATED IN THE NE 1/4 OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 13 EAST,
OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA.

FOR: BRUCE EATON
4228 E. PATRICIA JANE DR.
PHOENIX AZ. 85018

RECORDER SEAL GILA COUNTY ARIZONA

STATE OF ARIZONA, COUNTY OF GILA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED AND RECORDED AT THE REQUEST OF Bruce Eaton
DATE 11/15/07 TIME 1:05 AM/PM MAP# 3456
OFFICIAL RECORDS OF GILA COUNTY, AZ
WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN ABOVE.
LINDA HAUGHT ORTEGA, GILA COUNTY RECORDER
BY: Vicky Teña Deputy
2007-018953



GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

NOTES

SURVEY MONUMENTS ON THESE LOTS THAT WERE FOUND AND ACCEPTED FOR THIS SURVEY THAT DID NOT HAVE A SURVEYORS TAG ON THEM WERE AFFIXED WITH A BRASS TAG "LS 34555".

LEGEND

R = RECORD
M = MEASURED
O = FOUND 5/8" SOLID IRON BAR
● = FOUND 1/2" REBAR W/BRASS TAG "LS 5713"
(130A) = ASSESSOR PARCEL NUMBER 303-10-( )
CURRENT ZONING = GU

APPROVED TO RECORD
11-14-07
DATE
GILA COUNTY COMMUNITY DEVELOPMENT DIVISION
Surveyor Responsible For Accuracy

STATEMENT

THIS MAP, CONSISTING OF ONE SHEET CORRECTLY REPRESENTS A SURVEY PERFORMED IN OCTOBER 2007.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 34555 WILLIAM R. INGRAM III ARIZONA, U.S.A.

GOLDEN RULE SURVEYING LLC	P.O. BOX 3360 PAYSON, ARIZONA 85547 PHONE (928)474-3377	JOB NAME: DKT. 325 PG. 611 & FEE #2007-001128 PORTIONS OF LOT 9-C.C.H. PLAT 5	SCALE: 1" = 20' VERT: NONE	
			DATE: 10-02-07	
			JOB NUMBER	SHEET
		DESCRIPTION: RECORD OF SURVEY	07099	1 OF 1

3456

ARF-3412 **Regular Agenda Item** **4. G.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

Gila County Public Works received an application and petition to begin the process to abandon a portion of W. Cocopah Lane adjacent to Lot 14 Geronimo Estates Unit One, Official Map No. 241, Gila County Records.

Background Information

Geronimo Estates Unit One was recorded in April 1960. Cocopah Lane was known as Arrowhead Drive on the Geronimo Estates Unit One Plat. It is a dedicated public road which is 40 feet in width.

Evaluation

A portion of the carport encroaches into the right-of-way of W. Cocopah Lane. Abandoning the portion of W. Cocopah Lane burdened by the encroachment will not affect the traveling public that uses W. Cocopah Lane.

Conclusion

It is in the best interest of all involved to begin the process to abandon the portion of W. Cocopah Lane being encroached upon.

Recommendation

It is the recommendation of the Public Works Division Director that the Board begin the process to abandon a portion W. Cocopah Lane.

Suggested Motion

Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to abandon a portion of W. Cocopah Lane, which is adjacent to Lot 14 Geronimo Estates Unit One, an area of Payson. **(Steve Sanders)**

Attachments

Citizens' Petition Re W. Cocopah Lane

Map Showing W. Cocopah Lane

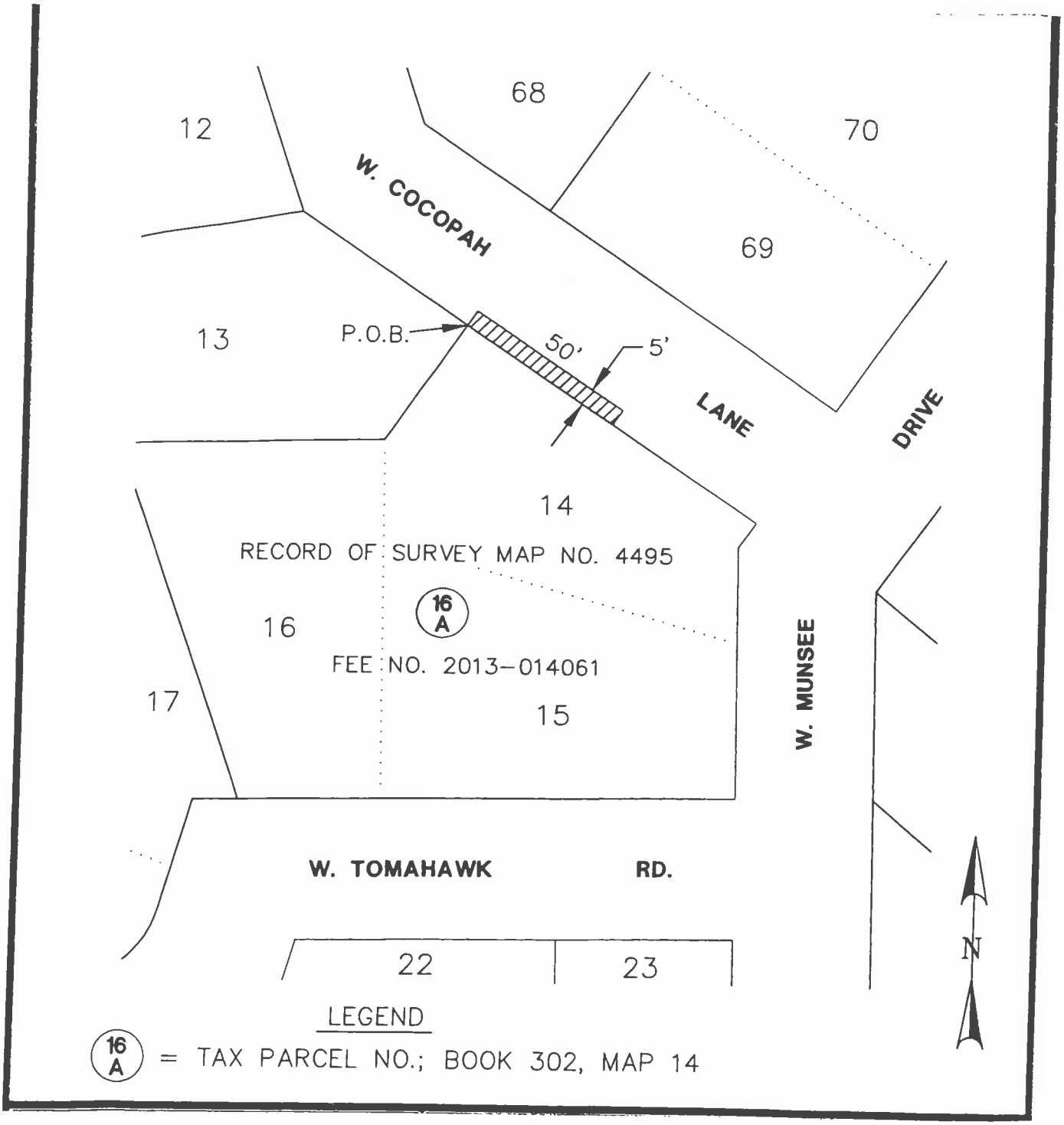
PETITION TO VACATE A ROADWAY OR EXTINGUISHMENT AN EASEMENT

BEING A PORTION OF W. COCOPAH LN ADJ TO LOT 14 GERONIMO ESTATES

We the undersigned, all being resident taxpayers in Gila County, Arizona, do hereby petition the Honorable Gila County Board of Supervisors for the vacation or extinguishment of the above described property:

Petition must have a minimum of ten (10) signatures that support the application. While not a requirement it is suggested residents surrounding the proposed vacation or extinguishment be given the opportunity to sign the petition.

NAME	ADDRESS	DATE
Delva England	125 Tomahawk	8/29/15
* Joe DeRungs	5608 N. 19th Place Phx AZ 85016	8/30/15
J. Wilh Shepp	200 W. Tomahawk Rd Payson Az 85541	
Bonge Shaw	200 W. Tomahawk Rd Payson Az 85541	
Kathryn Shuppard	969 W Paint Pony Dr Payson, Az 85541	
Dave [illegible]	1147 W. Paint Pony Dr Payson Az 85541	
Janet Weber	1339 W. Paint Pony Dr Payson Az 8554[illegible]	
Carol Herrick	1694 W. Paint Pony Dr. Payson, AZ 85541	
Kelly Jones	5841 El Camino Globe AZ 85501	
Rhonda Wood	2103 E. Ash St Globe AZ 85502	


12
68
70
W. COCOPAH
69
13
P.O.B.
50'
5'
LANE
DRIVE
14
RECORD OF SURVEY MAP NO. 4495
16
A
16
FEE NO. 2013-014061
17
15
W. MUNSEE
W. TOMAHAWK
RD.
22
23
N
LEGEND
16
A
= TAX PARCEL NO.; BOOK 302, MAP 14

ARF-3288 **Regular Agenda Item** **4. H.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2015 to June 30, 2016	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Request for Approval of Contract No. 041515-7 for Legal Services with Steven E. Burk, Attorney.

Background Information

Each year the Superior Court in Gila County retains various attorneys to provide professional legal services, such as representation for indigent citizens in the categories of felony and misdemeanor criminal actions, delinquency, dependency, and mental health cases, as well as mediation services.

At the June 23, 2015, Board of Supervisors' meeting, the Board approved the contracts for all of the attorneys with the exception of Timothy Nelson, John Perlman, Barry Standifird and Steven E. Burk. Timothy Nelson's, John Perlman's, and Barry Standifird's contracts were approved at the July 7, 2015, Board of Supervisors' meeting. Steven E. Burk's contract was not received by staff until July 22, 2015.

Evaluation

The professional services contract for Steven E. Burk, an attorney utilized annually by the Superior Court in Gila County, expired on June 30, 2015. A new contract has been developed with a contract term commencing on July 1, 2015, and expiring on June 30, 2016, with options to renew for two additional one-year periods.

Conclusion

Court staff wishes to execute the new contract with Steven E. Burk to replace the contract that expired on June 30, 2015.

Recommendation

The Finance Division Director and the Court Administrator for the Superior Court in Gila County recommend the Board of Supervisors' approval of the attached Professional Services Contract with Steven E. Burk.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contract No. 041515-7 in order to retain the services of Steven E. Burk, Attorney, for the period of July 1, 2015, through June 30, 2016; who assists the Superior Court in Gila County as a public defender on an annual basis. **(Kendall Rhyne and Jeff Hessenius)**

Attachments

Professional Services Contract No. 041515-7-Steven E. Burk

Approved As To Form

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 041515-7
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2015,** by and between the Superior Court in Gila County, hereinafter designated the **COURT,** and **STEVEN E. BURK** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner, and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment, as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **STEVEN E. BURK** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Delinquency Compensation: The attorney agrees to provide legal services for the sum of **SIXTY-EIGHT THOUSAND, NINE HUNDRED AND EIGHTY-EIGHT ($68,988.00) PER YEAR,** payable at the rate of **FIVE THOUSAND, EIGHT HUNDRED AND THIRTY-TWO DOLLARS AND THIRTY FOUR CENTS ($5,832.34) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER APPOINTMENT,** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT.** Total compensation for Indigent Dependency Representation shall not exceed **THIRTY THOUSAND DOLLARS ($30,000.00),** for the period of the contract without advance written authorization.

C. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, may be reimbursed by the Court: mileage for travel for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

D. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Due Date for Invoices:** *Invoices are due to the Court no later than 5:00 p.m.* on Tuesday in order to be submitted to the County's Finance Department for payment the following week (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday)

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Juvenile Delinquency cases,** and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings,** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

2) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

3) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-7

APPROVED:

Steven E Burk

Steven E Burk

Michael A. Pastor, Chairman of the Board

Steven E. Burk, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Timothy M. Wright, Presiding Judge

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-3462 **Regular Agenda Item** **4. I.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted By:	Don McDaniel Jr., County Manager, County Manager		
Department:	County Manager		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	2015-2016 Fiscal Year	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Pinal-Gila Council for Senior Citizens Request for Funds

Background Information

The Pinal-Gila Council for Senior Citizens (PGCSC) was incorporated in 1974 and is a non-profit organization designated as the Area Agency on Aging for Region V, which encompasses Pinal and Gila counties. PGCSC's mission is to assist seniors and persons with disabilities in Region V achieve and maintain self-sufficiency with dignity, and offer choices of appropriate care by providing a wide range of community and home based services. PGCSC also represents the interests of the elderly and acts to advocate for change in public and private attitudes, policies, and regulations.

Gila County has contributed to PGCSC since 1979. PGCSC receives Gila County funds in the amount of $21,500 annually. These funds are for the purpose of providing County support to administration and program services for our seniors and persons with disabilities population in the Gila County area.

Miami Senior Center/Town of Miami - Home Delivered Meals	$ 3,000
Globe Senior Center/City of Globe - Home Delivered Meals	$ 3,000
Payson Multipurpose Center - Home Delivered Meals	$ 3,000
Hayden Senior Center/Town of Hayden - Home Delivered Meals	$ 3,000
Catholic Community Services and PGCSC In-Home Case Management Service	$ 9,000
Administration	$ 500
Total	$21,500

Program Services and Allocations:

Evaluation

PGCSC provides a wide variety of services for seniors, persons with disabilities and caregivers. These services are offered directly or through a network of provider agencies. PGCSC services include, but not limited to the following:

Aging, Disability and Caregiver Support Resources
Information, Referral and Assistance
Grandparents Raising Grandchildren Programs
Behavior Health – Substance Abuse and Suicide Prevention
Case Management
Home Care (Housekeeping, Personal and Respite Care)
Benefits, Entitlements and Advocacy (Health Care Insurance and Benefits Counseling,
Ombudsman (Nursing Home Advocacy)
Legal Services and Legal Help Line
Mature Work Force Development (Senior Employment and Training Programs)
Multipurpose Senior Centers (Social, Nutritional and Wellness Support)
Home Delivered Meals
Mobility Management – Transportation Provider Coordination and Senior Rides Transit Program Training
Volunteer Services

Conclusion

It is the intent of the County pursuant to A.R.S. §11-254 to provide $21,500 in an Economic Development Grant to Pinal-Gila Council for Senior Citizens to enhance the economic welfare of the inhabitants of the County.

The PGCSC is a non-profit organization which enjoys and maintains federal exempt status and the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in improving or enhancing the economic welfare of the inhabitants of the County.

Recommendation

Staff recommends that the Board of Supervisors approve the Agreement-Economic Development Grant between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging Region V in an amount not to exceed $21,500.

PGCSC agrees to provide to the County an annual report.

Suggested Motion

Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 103015-1) between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to $21,500; and, further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**

Attachments

Pinal-Gila Council for Senior Citizens Agreement No. 103015-1

Pinal-Gila Council for Senior Citizens Request for Funds-2015

Approval as to Form

AGREEMENT NO. 103015-1
BETWEEN
GILA COUNTY
AND
PINAL-GILA COUNCIL FOR SENIOR CITIZENS

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, hereinafter referred to as "County" and the Pinal-Gila Council for Senior Citizens, hereinafter referred to as "PGCSC".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to PGCSC in order to provide continued support for administration and program services for seniors and persons with disabilities in Gila County for fiscal year July 1, 2015 through June 31, 2016; and

WHEREAS, the Gila County Board of Supervisors finds that PGCSC is operated and maintained within the boundaries of the County and is for the benefit of the public; and

WHEREAS, PGCSC has requested funding to continue aging services in Gila County and quality services to seniors and persons with disabilities; and

WHEREAS, PGCSC is a non-profit organization which enjoys and maintains federal tax exempt status; and

WHEREAS, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide $21,500 in an Economic Development Grant to the PGCSC to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of $21,500 in the form of an Economic Development Grant to PGCSC for the benefit of the public.

2. The Grant will be used by PGCSC for the continuance of providing quality services to senior citizens and persons with disabilities. Program services include home delivered meals and case management services.

3. PGCSC agrees to credit the County's Economic Development Grant funding in all literature advertising the PGCSC.

4. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pinal-Gila Council for Senior Citizens
Attn: Olivia B. Guerrero
8969 W. McCartney Road
Casa Grande, Arizona 85194-7432

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The PGCSC shall indemnify, defend and hold harmless, County, it's officers, employees, agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by PGCSC, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the PGCSC does not appropriate sufficient monies for the purpose of maintaining this Agreement.

7. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants, that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject

to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

8. As required by A.R.S § 23-214(B), before receiving the economic development incentive, the PGCSC shall provide proof to the County that the PGCSC is registered with and is participating in the e-verify program.

IN WITTNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

_____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

PINAL-GILA COUNCIL FOR SENIOR CITIZENS

_____

Olivia B. Guerrero
President and CEO

ATTEST

_____

Marian Sheppard, Clerk of the Board
Gila County Board of Supervisors

APPROVED AS TO FORM

_____

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Pinal-Gila Council for Senior Citizens
Area Agency on Aging
8969 W. McCartney Road
Casa Grande, Arizona 85194-7432
(520) 836-2758 1-800-293-9393
Fax (520) 421-2033 E-mail: info@pgcsc.org

September 16, 2015

Don McDaniel, Jr.
Gila County Manager
1400 E. Ash
Globe, AZ 85501

Dear Mr. McDaniel:

Pinal-Gila Council for Senior Citizens (PGCSC) is requesting Gila County's continued support in providing funding for administration and program services for our seniors and persons with disabilities in the Gila County area. Gila County has contributed to Pinal-Gila Council for Senior Citizens, the local Area Agency on Aging, for Pinal and Gila counties since 1979.

Our request for $21,500 is for aging services in Gila County. We have subcontracts with local service providers within Gila County and they in turn provide quality services to seniors and persons with disabilities within the following geographic and surrounding locations.

Program Services and Allocations

• Miami Senior Center/Town of Miami – Home Delivered Meals	$ 3,000
• Globe Senior Center/City of Globe – Home Delivered Meals	3,000
• Payson Multipurpose Center – Home Delivered Meals	3,000
• Hayden Senior Center/Town of Hayden – Home Delivered Meals	3,000
• Catholic Community Services and PGCSC In-Home Case Management Service	9,000
• Administration	500
	$21,500

If you have questions or require additional information, please do not hesitate to contact me at 1-800-293-9393 or oliviag@pgcsc.org.

Respectfully,

Olivia B. Guerrero
President/CEO

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3448 **Regular Agenda Item** **4. J.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District

Department: Asst County Manager/Library District

Information

Request/Subject

Resolution No. 15-11-02 for County Supervisors Association (CSA) Legislative Priorities for 2016.

Background Information

Following the recent County Supervisors Association (CSA) Legislative Summit, CSA staff has begun to set up meetings with many legislators and their executive staff to introduce, educate and advocate the fiscal and legislative priorities that were agreed upon at the CSA Legislative Summit for the coming session. The message they will be delivering was adopted by the CSA Board of Directors at the summit and focuses on restoring counties to fiscal health. The overall message includes:

- The county's lack of capacity to absorb additional cost shifts.
- The county's support for the policies listed in the resolution.
- The county's dire concern with the state's growing propensity to shift state agency costs to counties.

Evaluation

CSA staff has asked that each county adopt and send the attached resolution to remind our legislators of the concerns and priorities. They are also recommending that Supervisors arrange visits with their legislative delegations.

Conclusion

Adopting this resolution and sending to the appropriate legislators serves to inform so that they may advocate the county legislative priorities at the state level.

Recommendation

Staff recommends adopting this resolution regarding the 2016 legislative priorities.

Suggested Motion

Information/Discussion/Action to adopt Resolution 15-11-02 regarding the 2016 legislative priorities and to authorize the Chairman's signature on letters to be mailed to state legislators requesting consideration and support of legislative priorities which are outlined in the resolution. **(Don McDaniel)**

Attachments

Resolution 15-11-02

Sample Letter to Legislators

RESOLUTION NO. 15-11-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY REGARDING 2016 LEGISLATIVE PRIORITIES

WHEREAS, actions by state government since 2009 have impacted Gila County by approximately $5.1 million, and

WHEREAS, these actions have resulted in over $2.0 million in diverted road maintenance funds, $1.7 million in lost revenue, and $1.4 million in program shifts, including increasing the county share of justices of the peace salaries, and requiring counties to fund state agencies, and

WHEREAS, these cost shifts caused significant financial distress for Gila County, which is already reeling from the negative financial impacts of the economic downturn and slow recovery, and

WHEREAS, the current structure of the Public Safety Personnel Retirement System (PSPRS) is unsustainable and is placing growing pressure on Gila County taxpayers, and

WHEREAS, the shifting of state agency costs to counties is both an inappropriate use of county taxpayer dollars and an ineffective governance model, forcing county taxpayers to subsidize a state run agency with no county managerial oversight, and

WHEREAS, Gila County has neither the financial capacity to pay for additional state costs, nor the statutory ability to control costs of state administered programs the county is required to fund, and

WHEREAS, Gila County also faces significant risk from the uncertain funding status of federal programs, including the Payment in Lieu of Taxes and Secure Rural Schools programs, and

WHEREAS, Gila County's financial condition continues to be suppressed by declining Net Assessed Value in five out of the last six years and declining sales tax revenue in the first eight months of 2015 likely caused by state changes to sales tax statutes, and

WHEREAS, it is critical to Gila County that the state works to eliminate these cost shifts and revenue reductions in the FY 2017 budget, with the goal of reestablishing a sustainable financial model for the county.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Gila County that the Arizona State Legislature is hereby implored to:

- Engage with stakeholders to create a viable, long-term funding and benefit structure in PSPRS that addresses the needs of public safety professionals while protecting the interests of taxpayers; and
- Eliminate mandated county payments to state agencies, including the Arizona Department of Juvenile Corrections, the Arizona Department of Revenue, and the Arizona State Hospital; and
- Engage with counties and other stakeholders to find a mutually beneficial solution that protects both the state and local governments from uncapped liabilities associated with the 1 Percent Constitutional Property Tax Cap while allowing for budget flexibility to respond to constituent needs; and
- Eliminate the local government HURF transfers in the state budget, identify and enact revenue enhancements for the existing HURF distribution system, and pursue policies that improve efficient utilization of transportation resources; and
- Eliminate, fully fund, or require the political parties to pay for the costs associated with the Presidential Preference Election; and
- Restore, in statute, the county share of lottery funds to provide a stable source of revenue for county operations; and
- Continue to include authority for counties to access restricted funds through flexibility language to allow counties the ability to most efficiently manage taxpayer funds;

Thereby providing Gila County and all Arizona counties with the financial stability necessary to continue providing mandated state services to local residents.

PASSED AND ADOPTED this 17th day of November 2015.

Attest:

_____

Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

_____

Michael A. Pastor, Chairman

Approved as to form:

_____

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

John D. Marcanti, District III
(928) 402-8726
jmarcanti@gilacountyaz.gov

GILA COUNTY

BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

Don E. McDaniel, Jr.
County Manager
(928) 402-4344
dmcdaniel@gilacountyaz.gov

Marian Sheppard
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

November 17, 2015

Honorable
District _ Representative or Senator
House of Representatives or Arizona State Senate, Capitol Complex
1700 West Washington, Room ____
Phoenix, Arizona 85007-2890

Dear Representative or Senator _____:

Thank you for your leadership and hard work on behalf of your constituents in Gila County. As you prepare for the 2016 legislative session, we respectfully request your consideration and support of fiscal priorities in the FY16/17 state budget which we have outlined in our Resolution No. 2015-XX attached hereto.

The fiscal priorities outlined in the Resolution each have merit and are the result of consensus reached by the boards of supervisors of all 15 Arizona counties. But, three issues of particular importance to Gila County are:

- Diversion from the counties to the state of Highway User Revenue Funds which impacts road maintenance and, thereby, commerce; and,
- The ***uncapped*** liabilities associated with the 1% Constitutional Property Tax Cap; and,
- The unsustainable structure of the current Public Safety Personnel Retirement System.

Addressing these items represents good public policy across Arizona, but would have particularly meaningful impact on county services.

We would welcome the opportunity, at your convenience, to discuss these and other matters that may be of mutual interest during the 2016 legislation session. In the meantime, do not hesitate to contact us if there is anything we can do to assist in your efforts to represent the residents of Gila County and Arizona.

Sincerely,

Michael A. Pastor, Chairman/District II Supervisor
Gila County Board of Supervisors

ARF-3457 **Consent Agenda Item** **5. A.**

Regular BOS Meeting

Meeting Date:	11/17/2015
Submitted For:	Steve Sanders, Director
Submitted By:	Kelly Jones, Administrative Clerk Specialist, Public Works Division
Department:	Public Works Division Division: Fairground Facilities

Information

Request/Subject

Application for a waiver of Fairgrounds' Exhibit Hall rental fees and security fees for the Gila County Gem & Mineral Society's annual Gem & Mineral Show on January 15-17, 2016.

Background Information

The Gila County Gem & Mineral Society, Inc. (Society) is a 501(c)(4) tax exempt organization that puts on an annual Gem & Mineral Show at the Gila County Fairgrounds. The Society's annual Gem & Mineral Show has been a part of Gila County's history for over 57 years. During the 2015 Gem & Mineral Show, free admission was provided to all students and student groups along with any chaperones (approximately 350 persons).

Evaluation

The Society is requesting that the Board of Supervisors waive the fees that are charged for the use of the Exhibit Hall at the County Fairgrounds for its annual show to be held on January 15-17, 2016. In addition, the Society is requesting that the security fees for this event also be waived.

Conclusion

The Board of Supervisors may consider waiving fees associated with the use of the Fairgrounds' facilties, arenas, corrals, etc. The amount charged by the County for the security fees directly pays the wages of the Gila County Sheriff's deputies who work overtime to provide security for the special event.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors waive the rental fees for the use of the Fairgrounds' Exhibit Hall for the Society's annual Gem & Mineral Show to be held on January 15-17, 2016, due to the Society's status as a 501(c)(4) tax exempt organization; however, the Director recommends that the Board not waive the security fees because it will cost the County.

Suggested Motion

Approval of an application submitted by the Gila County Gem & Mineral Society, Inc. (Society) to waive the rental fees for the use of the Exhibit Hall at the Fairgrounds for the Society's annual Gem & Mineral Show to be held on January 15-17, 2016, and not waive the security fees.

Attachments

GC Gem Show Waiver App

FG Use Application

GC Gem & Mineral 2014 Application

GC Gem & Mineral 501(c) (4)

GC Gem & Mineral Letter

APPLICATION FOR WAIVER OF GILA COUNTY FAIRGROUNDS USE FEES:

Applicant's name: Gila County Gem & Mineral Society

Date(s) of proposed event: January 15,16 and 17th 2016

Is applicant an organization? Yes

If "Yes", Name of Contact Person for organization: Jodi Brewster (President)

Contact Information (address/phone): PO BOX 487 Miami, AZ 85539 Mobile 623-810-9780

Does the organization have tax exempt status under 26 U.S.C. § 501(c)(3)? JMB ~~Yes~~ no 501(c)4

If "Yes", then attach a copy of verification of 501(c)(3) status.

What are the general public purposes promoted by the organization? Education and Community Events

What specific activities are proposed at the event? Mineral and Fossil presentation. Hands on activities and games.

What are the specific public purposes sought to be promoted by the event? Bring families together and to promote mining, mineral collection and identifications

What is the estimated monetary value of the public service to be generated by the event? $2289.00

Does the organization plan to sell or serve alcoholic beverages at the event? NO

Jodi M Brewster

Signature of Applicant or Contact Person

10/30/2015

Date

Welcome to the Gila County Fairgrounds Use Application, Policy and Rental Agreement

For your convenience, this document is in PDF format (free Adobe Reader or equivalent is needed to fill out application on line). Please print application, sign, and mail or hand-deliver original to:

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
928-402-4368
GCFair@gilacountyaz.gov

If you have questions regarding the application you may e-mail or call the phone number and email address listed above.

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:	Gila County Gem & Mineral Society				
Address of Applicant or Organization:	PO Box 487 Miami, AZ 85539				
Function to be Held:	Gem & Mineral Show				
Contact Person for Event:	Jodi Brewster				
Telephone No.:	623-810-9780				
Date(s) Requested:	January 15th 2016	thru	January 17th 2016		
Time of Event:	9:00 am	to	5:00 pm		
Estimate How Many People Will Attend Event:	Estimated 300 per day				
Liquor License No. and Sold by (Name):				Served only?	
Will this event be public or private?	✓ Public			Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?	✓ Yes			No	
Information to be posted on webpage:	Is there an entrance fee?	✓ Yes		No	
Adults: $3.00 single/$5.00 couple	Children: $ FREE		Seniors: $ 3.00		

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

✓ Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

			Total Fee:
First Day of Event - $350.00			350.00
Each Additional Day of Event - $250.00	2	Days	500.00
($50.00 of cleaning fee is non-refundable) Cleaning Fee $150.00			150.00
Key Deposit - $25.00			25.00
✓ Commercial Building: Capacity is 320 people.			
First Day of Event - $200.00			200.00
Each additional Day - $100.00	2	Days	200.00

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

☐ ATV Grounds	$75.00 per day; $300.00 per week (5 days)		Days	
☐ Rodeo Arena	First Day of Event - $1,200.00 + set up charges			
	$ 150.00 for each additional day		Days	
	$25.00 per hour for lights		Hours	
☐ Grandstand Area	First Day of Event - $500.00			
	$150.00 each additional day		Days	
☐ Livestock Shed A (60 x 120)	$150.00 per day		Days	
☐ Livestock Shed B (80 x 120)	$150.00 per day		Days	
☐ Livestock Shed C (30 x 120)	$150.00 per day		Days	
☐ Horse Stall(s)	$10.00 each per day	EA	Days	
☐ Car Track and or Motor Cross	$150.00 per day		Days	
☐ Other Areas at Fairgrounds	$150.00 per day		Days	
			TOTAL FEE(S) DUE:	$1425.00

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
   a. Alcohol is served or sold; or
   b. Events are offered for public attendance; or
   c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. **A minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, **no beverages containing alcohol are allowed outside of a building properly rented for an event.** Law Enforcement Officers have been instructed to enforce this policy.
   If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events**. At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

A. INSURANCE REQUIREMENTS: Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application are satisfied, insurance against claims for injury to persons or damage to property which may arise from, or in, connection with the performance of the event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant or organization shall provide coverage with limits of liability not less than those stated below.

1). **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

a).The policy shall be endorsed to include the following additional insured language: **"Gila County, it's officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization".**

2). **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.

Combined Single Limit (CSL) $1,000,000

a). The policy shall be endorsed to include the following additional insured language:
Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, Liquor Legal Liability Insurance with limits of at least $1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,

5). Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following:

1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
4. All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.

D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to Gila County. Such notice shall be sent directly to **Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.

F. **VERIFICATION OF COVERAGE:** Applicant or organization shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by Gila County) as required by this application. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1). ***All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.*** Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnitee for Claims arising from the event held by the applicant or organization.

8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.

9. **IMMIGRATION LAW COMPLIANCE WARRANTY**: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrant that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the event for which the application has been submitted, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:

    Gila County Public Works
    Facilities Management
    745 North Rose Mofford Way
    Globe, AZ 85501

13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. **OTHER GENERAL REQUIREMENTS:**

A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.

B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.

C. Applicant shall promptly compensate of reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.

D. Gila County shall not be responsible for loss of, damage, to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.

E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.

F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.

G. This application, its terms, requirements and conditions are not transferable.

H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.

I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.

J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature:	Jodi M Brewster	Date:	10/30/2015

(Do **not write below this** line)

County Review:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
		Approved:				Disapproved:	
Signature:						10/30/2015	
					County Personnel Signature	**Date**	
Signature:							
					Chairman **Gila County Board of Supervisors**	**Date**	

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila County Gem & Mineral Society	
Address of Individual or Organization:	PO BOX 487 Miami, AZ 85539	
Function to be Held:	Gem & Mineral Show	
Contact Person for Event:	Jodi Brewster	
Telephone Number:	(623) 810-9780	
Date(s) Requested:	January 15th 2016 thru January 17th 2016	
Time of Event:	Start: 9:00am	End: 5:00pm
Estimate How Many People Will Attend Event:	Estimated 300 each day	
Will Alcohol Be on the Premises:	Yes ☐	No ☑
Where Will Event Be Held:	Exhibit Hall ☑	Commercial Bldg. ☑
	Rodeo Arena ☐	Grandstands ☐
	Other Area: _____	
How Many AZ Post Certified Officers Needed:		
How Many Sheriff's Office Reserves Needed:	one	

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Gila County **Facilities Management** at (928-402-4368) and the Sheriff's Office at (928-402-1881) of any cancellations or changes in this application.

Applicant Signature: Jodi M Brewster Date: 10 / 30 / 2015

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES ☐	NO ☐
Name of Officers Who Will Provide Security:		
Name of Reserves Who Will Provide Security:		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

_____ Sheriff's Office Representative

____/____/____ Date

2014 Application

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:	Gila County Gem & Mineral Society Inc		
Address of Individual or Organization:	PO Box 487 Miami AZ 85539		
Function to be Held:	Gem & Mineral Show		
Contact Person for Event:	Jodi Brewster		
Telephone No.:	623 810 9780		
Date(s) Requested:	January 16 2015	thru	January 18 2015
Time of Event:	9:00 Am	to	5:00 pm
Estimate How Many People Will Attend Event:	300 cpx each day		
Liquor License No. and Sold by (Name):	N/A	Served only?	
Will this event be public or private?	X Public	Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?		X Yes	No
Information to be posted on webpage:	Is there an entrance fee?	X Yes	No
Adults: $ 3	Children: $ Free	Seniors: $ 3.00	

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

X Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

		Total Fee:
First Day of Event - $350.00		$350.00
Each Additional Day of Event - $250.00	2 Days	500.00
($50.00 of cleaning deposit is non-refundable) Cleaning Deposit $150.00		$150.00
Key Deposit - $25.00		$ 25.00

X Commercial Building: Capacity is 320 people.

First Day of Event - $200.00		200
Each additional Day - $100.00	2 Days	200

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

ATV Grounds	$75.00 per day; $300.00 per week (5 days)	Days	
Rodeo Arena	First Day of Event - $1,200.00 + set up charges		
	$ 150.00 for each additional day	Days	
	$25.00 per hour for lights	Hours	
Grandstand Area	First Day of Event - $500.00		
	$150.00 each additional day	Days	
Livestock Shed A (60 x 120)	$150.00 per day	Days	
Livestock Shed B (80 x 120)	$150.00 per day	Days	
Livestock Shed C (30 x 120)	$150.00 per day	Days	
Horse Stall(s)	$10.00 Each per day	FA Days	
Car Track/Motor Cross	$150.00 per day	Days	
Other Areas at Fairgrounds	$150.00 per day	Days	
		TOTAL FEE(S) DUE:	$1425

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security/traffic control personnel for events where:
   a. Alcohol/liquor is served or sold;
   b. Events are offered for public attendance;
   c. More than 480 persons are expected to attend a private event;
   d. Under all other circumstances the event sponsor/individual will provide adequate security. It is further understood that the number of security/traffic control personnel needed for the event will be determined by Detective Johnny Holmes. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Gila County Board of Supervisors' policy not to allow alcohol/liquor outside the building. Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Public Works Facilities Department, all fees must be paid, arrangements for security secured, and certificate of insurance verified. Public Works Facilities Department' hours from 8am to 5pm, phone number 928-402-4368.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent fees for the use of the Fairgrounds' facilities must be submitted 30 days in advance in written form and approved by the Gila County Board of Supervisors. The event contact will be notified via phone, cell phone, or e-mail of waiver status.
9. **The event contact person should communicate with Nicole Weaver (928) 402-4368 at least ten (10) working days before the event to review facility setup.**
10. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:
    Nicole Weaver, Admin. Clerk Specialist
    1400 E. Ash Street, Globe, AZ 85501
11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Nicole Weaver**. Call 928-402-4368 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Fairgrounds Foreman will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Gila County Board of Supervisors.

I have read and understand this application:

Applicant Signature: [illegible] (Dress down)	Date: 3/4/14

(Do not write below this line)

E.M./E.G. Checklist					
Conflict with dates:	Rental Fees:	Security		Insurance:	
	Approved:			Disapproved:	
Signature:	Steve Stratton			5/12/14	
			County Personnel Signature	Date	
Signature:					
			Chairman Gila County Board of Supervisors	Date	

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila Co[illegible] Gem & Mineral Soc Inc
Address of Individual or Organization:	PO Box 4[illegible] [illegible] 85539
Function to be Held:	Gem & Mineral Show
Contact Person for Event:	Jodi Brewster
Telephone Number:	(623) 810-9780
Date(s) Requested:	January [illegible] 2015 - January 18th 2015
Time of Event:	Start: 9:0[illegible] End: [illegible] pm
*Estimate How Many People Will Attend Event:	300 [illegible]
Will Liquor Be on the Premises:	Yes ☐ No ☒
Where Will Event Be Held:	Exhibit Hall ☒ Commercial Bldg. ☐
	Rodeo Arena ☐ Grandstands ☐
	Other Area:
How Many AZ Post Certified Officers Needed:	
How Many Sheriff's Office Reserves Needed:	1

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Nicole Weaver** (928-402-4368) and **Detective Johnny Holmes** from the Sheriff's Office (928 812-0828) of any cancellations or changes in this application.

Applicant Signature: [signature] Date: 3 / 4 / 2014

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES ☐ NO ☐
Name of Officers Who Will Provide Security:	
Name of Reserves Who Will Provide Security:	

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative Date

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248364843
Jan. 02, 2015 LTR 4168C 0
23-7094572 000000 00
00044907
BODC: TE

GILA COUNTY GEM & MINERAL SOCIETY
INC
PO BOX 487
MIAMI AZ 85539

16920

Employer Identification Number: 23-7094572
Person to Contact: Mrs. Towe
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 22, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(4) of the Internal Revenue Code in a determination letter issued in December 1971.

Because you are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to you. You should advise your contributors to that effect.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

COPY

Gila County Gem and Mineral Society
P.O. Box 487
Miami, AZ 85539

Michael A. Pastor
Chairman/District II Supervisor
1400 E. Ash Street
Globe, AZ 85501

September 8, 2015

Dear Chairman Pastor:

In January, 2015, we completed our 58th annual Gila County Gem and Mineral Show and it was a great success! There were over 1,200 visitors including 350 children from schools and boys and girls clubs. The Show provided an opportunity for students, as well as adults, to learn about gems and minerals, purchase gems and minerals, and just have a lot of fun playing games, eating at the Fraternal Order of Police food booth and visiting with old and new friends. The Show brings in many people from all over the State and the local businesses appreciate the visitors.

As a non-profit organization, we have focused on the educational opportunities for children and want to continue with this approach. All students and student groups are allowed free admission along with any chaperones. The admission fee is nominal for adults in order to have as many visitors as possible. However, expenses are continuing to increase. We hold our show at the Gila County Fairgrounds and the two biggest expenses are building rent and security costs. We paid $1,300 for building rent and $1,204.28 for security; a total of $2,504.28 for our last show. We were also asked to provide an additional $400 for security assistance.

Our relationship with Gila County goes back many years, and we allow Gila County to use all our tables and display cases for any functions held at the Fairgrounds. You will see our display cases and tables in use at the Gila County Fair. We have 94 eight-foot tables and 46 display cases that are stored at the Fairgrounds. Most of our tables have been purchased within the last three years and all display cases were refurbished within the same period. We do not charge a fee to the Fairgrounds for use nor do we require the Fairgrounds notify us when they are used.

With all the natural minerals in the area, rocks and gems are a big part of our community and our Show provides easy access to see the treasures found within Gila County, our State and all over the World. Our Show will be held January 15, 16 & 17, 2016. We are requesting a waiver of the rent and security costs. Although we are requesting a waiver of all costs, any financial assistance will be welcome so that we can continue to provide a quality Show. Thank you so much for your time in reviewing this matter.

Sincerely,

Roy Trobaugh, Show Chairman
Gila County Gem and Mineral Society
(928) 200-1592

Jodi Brewster, President
Gila County Gem and Mineral Society
(623) 810-9780

ARF-3458 **Consent Agenda Item** **5. B.**

Regular BOS Meeting

Meeting Date:	11/17/2015
Submitted For:	Steve Sanders, Director
Submitted By:	Kelly Jones, Administrative Clerk Specialist, Public Works Division
Department:	Public Works Division Division: Fairground Facilities

Information

Request/Subject

Application for a waiver of Fairgrounds' Exhibit Hall rental fees and security fees for Gila County Cattle Growers Association's (GCCGA) Holiday Dinner-Dance and Salute to Ranching on December 5, 2015.

Background Information

GCCGA is a 501(c)(5) nonprofit agricultural organization dedicated to the preservation and promotion of the cattle industry throughout Gila County, the state and the nation. Their annual cattle sale has been a tradition in Gila County and in May 2015, the sale generated an estimated economic impact of 15 million dollars. The funds raised by this event will be used in GCCGA's continuing efforts on local, state and national levels to protect the rural lifestyle and economy of Gila County.

Evaluation

GCCGA is requesting that the Board of Supervisors waive the fees that are charged for the use of the Exhibit Hall at the County Fairgrounds for its fund-raising event to be held on December 5, 2015. In addition, GCCGA is requesting that the security fees for this event also be waived.

Conclusion

The Board of Supervisors may consider waiving fees associated with the use of the Fairgrounds' facilities, arenas, corrals, etc. The amount charged by the County for the security fees directly pays the wages of the Gila County Sheriff's deputies who work overtime to provide security for the special event.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors waive the rental fees for the use of the Fairgrounds' Exhibit Hall for GCCGA's Dinner-Dance and Salute to Ranching to be held on December 5, 2015, due to GCCGA's status as a 501(c)(5) nonprofit agricultural organization; however, the Director recommends that the Board not waive the security fees.

Suggested Motion

Approval of an application submitted by the Gila County Cattle Growers Association (GCCGA) to waive the rental fees for the use of the Exhibit Hall at the Fairgrounds for GCCGA's Holiday Dinner-Dance and Salute to Ranching to be held on December 5, 2015, and not waive the security fees.

Attachments

GCCGA Waiver App

GCCGA FG Use App 2015

GCCGA 501(c)(5) Documentation

GCCGA Liquor License 2015

GCCGA Waiver Request Letter

APPLICATION FOR WAIVER OF GILA COUNTY FAIRGROUNDS USE FEES:

Applicant's name: Gila County Cattle Growers Association

Date(s) of proposed event: December 5, 2015

Is applicant an organization? YES

If "Yes", Name of Contact Person for organization: Bill Conway

Contact Information (address/phone): P O Box 7 Globe AZ 85502

Does the organization have tax exempt status under 26 U.S.C. § 501(c)(3)? NO. We are exempt under 501(c)(5)

If "Yes", then attach a copy of verification of 501(c)(3) status.

What are the general public purposes promoted by the organization? Preservation and promotion of the Cattle Industry throughout our county, the state and nationally.

What specific activities are proposed at the event? Dinner Dance and Auction of holiday and gift items.

What are the specific public purposes sought to be promoted by the event? The funds raised by this event will be used in our continuing efforts on local, state and national levels to protect the future of our families, friends and neighbors from the relentless overreach of the federal government in such issues as the attempt to control our water on all fronts, the devastation of the US Fish and Wildlife Service release of the Mexican gray wolf into our local communities, the effects on our economy due to fire and drought conditions, and many other issues that adversely affect our life and economy in Gila County.

What is the estimated monetary value of the public service to be generated by the event? $8,000.00-10,000.00

Does the organization plan to sell or serve alcoholic beverages at the event? YES

Frank Del Molin

Signature of Applicant or Contact Person

10-27-15

Date

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:	Gila County Cattle Growers Association (GCCGA)		
Address of Applicant or Organization:	P O Box 7 Globe AZ 85502		
Function to be Held:	Dinner-Dance "FRATERNAL"		
Contact Person for Event:	Bill Conway, President or Elaine McBride Office Manager		
Telephone No.:	928-978-2628 or 928-200-1155		
Date(s) Requested:	December 5, 2015	thru	December 5, 2015
Time of Event:	5:00 PM	to	12:00 Midnight
Estimate How Many People Will Attend Event:	300		
Liquor License No. and Sold by (Name):	15043758 Gila County Cattle Growers Association	Served only?	
Will this event be public or private?	Public X	Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?	✓ Yes	No	
Information to be posted on webpage:	Is there an entrance fee?	✓ Yes	No
Adults: $ *see below*	Children: $ *see below*	Seniors: $ *see below*	

*$30.00 for Dinner and Dance $15.00 per person or $20.00 per couple for dance only

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

			Total Fee:
✓	Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.		
	First Day of Event - $350.00		$350.00
	Each Additional Day of Event - $250.00	Days	
	($50.00 of cleaning fee is non-refundable) Cleaning Fee $150.00		$150.00
	Key Deposit - $25.00		$ 25.00
	Commercial Building: Capacity is 320 people.		
	First Day of Event - $200.00		
	Each additional Day - $100.00	Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

	ATV Grounds	$75.00 per day; $300.00 per week (5 days)	Days
	Rodeo Arena	First Day of Event - $1,200.00 + set up charges	
		$ 150.00 for each additional day	Days
		$25.00 per hour for lights	Hours
	Grandstand Area	First Day of Event - $500.00	
		$150.00 each additional day	Days
	Livestock Shed A (60 x 120)	$150.00 per day	Days
	Livestock Shed B (80 x 120)	$150.00 per day	Days
	Livestock Shed C (30 x 120)	$150.00 per day	Days
	Horse Stall(s)	$10.00 each per day	EA Days
	Car Track and or Motor Cross	$150.00 per day	Days
	Other Areas at Fairgrounds	$150.00 per day	Days
		TOTAL FEE(S) DUE:	$525.00

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
   a. Alcohol is served or sold; or
   b. Events are offered for public attendance; or
   c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. A **minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, **no beverages containing alcohol are allowed outside of a building properly rented for an event.** Law Enforcement Officers have been instructed to enforce this policy.
   If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events.** At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

A. INSURANCE REQUIREMENTS: Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application are satisfied, insurance against claims for injury to persons or damage to property which may arise from, or in, connection with the performance of the event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organizatioo and the applicant or organization may purchase additional insurance as may be determined oecessary by the applicant or organizatioo.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant or organization shall provide coverage with limits of liability not less than those stated below.

1). **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

a).The policy shall be endorsed to include the following additional insured language: **"Gila County, it's officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization".**

2). **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.

Combined Single Limit (CSL) $1,000,000

a). The policy shall be endorsed to include the following additional insured language:
Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, Liquor Legal Liability Insurance with limits of at least $1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,

5). Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following:

1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
4. All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.

D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to Gila County. Such notice shall be sent directly to **Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.

F. **VERIFICATION OF COVERAGE:** Applicant or organization shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by Gila County) as required by this application. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1). ***All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.*** Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnitee for Claims arising from the event held by the applicant or organization.

8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.

9. **IMMIGRATION LAW COMPLIANCE WARRANTY**: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrant that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the event for which the application has been submitted, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:

    Gila County Public Works
    Facilities Management
    745 North Rose Mofford Way
    Globe, AZ 85501

13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. **OTHER GENERAL REQUIREMENTS:**

A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.

B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.

C. Applicant shall promptly compensate of reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.

D. Gila County shall not be responsible for loss of, damage, to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.

E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.

F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.

G. This application, its terms, requirements and conditions are not transferable.

H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.

I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.

J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature:	Frank Del Mohr	Date:	10/27/2015

(Do not write below this line)

County Review:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
		Approved:				Disapproved:	
Signature:						10/30/15	
					County Personnel Signature	Date	
Signature:							
					Chairman Gila County Board of Supervisors	Date	

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila County Cattle Growers Association	
Address of Individual or Organization:	P O Box 7 Globe AZ 85502	
Function to be Held:	Dinner Dance	
Contact Person for Event:	Bill Conway, President or Elaine McBride Office Manager	
Telephone Number:	( ) 928-978-2628 or 928-200-1155	
Date(s) Requested:	December 5, 2015	
Time of Event:	Start: 6:00 PM	End: 12:00 Midnight
Estimate How Many People Will Attend Event:	300	
Will Alcohol Be on the Premises:	Yes ✓	No ☐
Where Will Event Be Held:	Exhibit Hall ✓	Commercial Bldg. ☐
	Rodeo Arena ☐	Grandstands ☐
	Other Area:	
How Many AZ Post Certified Officers Needed:	1	
How Many Sheriff's Office Reserves Needed:	1	

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Gila County **Facilities Management** at (928-402-4368) and the Sheriff's Office at (928-402-1881) of any cancellations or changes in this application.

Applicant Signature: SEE Page 6 (FRANK DALMILIN) Date: 10 / 27 / 2015

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES ☐		NO ☐
Name of Officers Who Will Provide Security:			
Name of Reserves Who Will Provide Security:			

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

_____ Sheriff's Office Representative

____ / ____ / ____ Date

EIN # 86-0337012

3

Address any reply to: P.O. Box 2350, Los Angeles, Calif. 90053

Department of the Treasury

LA:EO:78:399

District Director

Internal Revenue Service

Date: MAR 14 1978

In reply refer to: J. Jones L-179, Code 421

Determination Section (213)

Gila County Cattle Growers Association
Post Office Box 7
Globe, Arizona 85501

Internal Revenue Code: Section 501(c) (5)
Form 990 Required: [X] Yes [ ] No
Accounting Period Ending: September 30

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $50 or more to each of your employees during a calendar quarter. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act on remuneration of $50 or more to each of your employees during a calendar quarter if, during the current or preceding calendar year, you have one or more employees at any time in each of 20 calendar weeks or pay wages of $1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

Important

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt From Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than $10,000. If a return is required it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, for failure to file the return on time.

See next page

(OVER)

EIN # 86-0337012

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

District Director

cc: Gullen A. Little

cl

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

EVENT

License 15043758

Issue Date: 9/10/2015

Special Event

Issued To: DALMOLIN, FRANK
Event Name: FRATERNAL
Sponsor: GILA COUNTY CATTLE GROWERS
TaxID: 86 0337012

Event Dates: 12/5/2015

Location:
900 E FAIRGROUNDS RD
GLOBE, AZ 85501

Mailing Address:
DALMOLIN, FRANK
#2 DALMOLIN HGHTS
GLOBE, AZ 85501

EXP 12/05/2015

POST THIS LICENSE IN A CONSPICUOUS PLACE

3458

Gila County Cattle Growers Association

P. O. Box 7 Globe, AZ 85501

OFFICERS

Bill Conway
President
(928) 978-2628
Woody Cline
Vice-President
(928) 462-3597
Mike Hemovich
Secretary
(928) 462-3743
Frank DalMolin
Treasurer
(928) 812-1083
Therese Griffin Hicks
Past-President
(928) 812-2520

DIRECTORS

Bob Benne
Lori Brown
Eddie Conway
David Cook
Nathan Ellison
Chas. Erickson
Dan Fenn
John Fowler
Bain Grantham
Walter Grantham
John Griffin
Pam Griffin
Tom Hale
Charley Johnson
John L. Johnson
Michael Oddonetto
Pete Oddonetto
Jim Rasmussen
Arther 'BeBe' Rivera
Heber Robbs
Manuel Ruiz, Jr.
Ray Tanner
James Webb
Terence Wheeler

HONORARY DIRECTORS

Stephen L Bixby, Jr.
Ed Blummer
Bill Brake
Roy Hicks
Robert G."Pat" Gray
Mitchell Holder
Leroy "Beno" Jones
Duane Reece
Leroy Tucker
Roy Dale Tucker
F. Van Wilson

October 2, 2015

Gila County Board of Supervisors
1400 E Ash Street
Globe AZ 85501

Dear Board of Supervisors

The Gila County Cattle Growers Association (GCCGA) is applying for the use of the Gila County Fairgrounds Exhibit Hall facility on Saturday, December 5, 2015 to hold a Holiday Dinner-Dance and Salute to Ranching. We are requesting a waiver from the fee requirements for use of this facility.

The GCCGA is dedicated to the preservation and promotion of the Cattle Industry throughout our county, our state and our nation.

Over the years our annual sale has been a tradition that greatly enhances the economy of Gila County. In May of this year alone, the sale generated an estimated economic impact of $15 million, sustaining our annual average of $15 - $16 million per year over the past 5 years. This emphasizes the importance of cattle in our communities and to the County.

However, as a non-profit organization, we too have been adversely effected by the waning economy of late.

The funds raised by this event will be used in our continuing efforts on local, state and national levels to protect the future of our families, friends and neighbors from the relentless overreach of the federal government in such issues as the attempt to control our water on all fronts, the devastation of the US Fish and Wildlife Service release of the Mexican gray wolf into our local communities, the effects on our economy due to fire and drought conditions, and many other issues that adversely affect our life and economy in Gila County.

We look forward to being able to stand side-by side with our County leaders, pressing forward in our unified goal to maintain and enhance our productive rural lifestyle.

Thank you for considering this request for waiver of fees. Please call if any additional information is needed. You can reach me by phone at 928-978-2628 or email at billconway16@gmail.com .

Sincerely,

Bill Conway

Bill Conway
President

ARF-3450 **Consent Agenda Item** **5. C.**

Regular BOS Meeting

Meeting Date: 11/17/2015
Submitted For: Eric Mariscal, Director
Submitted By: Cate Gore, Elections Assistant, Elections Department
Department: Elections Department

Information

Request/Subject

Pleasant Valley Fire District Board Appointment.

Background Information

A.R.S. 48-803 (B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by the appointment of an interim member.

Evaluation

Pleasant Valley Fire District governing board member Tom Sexton tendered his resignation notice effective June 15, 2015. On September 16, 2015, the Pleasant Valley Fire District Board of Directors appointed Stan Marshall to fulfill Mr. Sexton's unexpired term of office which ends December 31, 2018.

Conclusion

On September 16, 2015, the Pleasant Valley Fire District Board of Directors unanimously voted to appoint Stan Marshall to fulfill Tom Sexton's unexpired term of office which ends on December 31, 2018.

Recommendation

The Gila County Elections Department recommends that the Board of Supervisors acknowledge Tom Sexton's resignation from the Pleasant Valley Fire District Board of Directors and the appointment of Stan Marshall to fulfill Mr. Sexton's term of office beginning September 16, 2015, and ending December 31, 2018.

Suggested Motion

Acknowledgment of Tom Sexton's resignation from the Pleasant Valley Fire District Board of Directors and the appointment of Stan Marshall to fulfill Mr. Sexton's unexpired term effective September 16, 2015, through December 31, 2018.

Attachments

Oath of Office for Stan Marshall

9-16-15 Meeting Minutes

9-16-15 Meeting Agenda

Tom Sexton's Resignation Letter

ARS 48-803

Pleasant Valley Fire District

47529 N AZ Highway 288 928-462-3678 Office/Fax
PVFD Operations PO Box 303 928-462-3489 Controlled Burns
District Board PO Box 97
Young, AZ 85554 pvfdadmin@mtecom.net

Serving the Community of Young, Arizona since 1977

PLEASANT VALLEY DISTRICT GOVERNING BOARD MEMBER
OATH OF OFFICE, A.R.S. § 38-231 E

September 16, 2015

State of Arizona, County of Gila, I, Stan Marshall do solemnly swear that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic and that I will faithfully and impartially discharge the duties of the office of District Governing Board Member according to the best of my ability, so help me God.

Stan Marshall
Member's signature

Note: This Member will replace Tom Sexton, as Board Member and the term of office is through November 30, 2018.

STATE OF ARIZONA)
) ss.
County of Gila)

Subscribed and sworn before me by STAN MARSHALL this 16 day of September, 2015.

Margaret F. Slusher
Notary Public

My commission expires:
8/31/2017

MARGARET F. SLUSHER
Notary Public, State of Arizona
Gila County
My Commission Expires
August 31, 2017

Gary Lollman, Fire Chief

PLEASANT VALLEY FIRE DISTRICT
RECORDED MINUTES OF BOARD MEETING, September 16, 2015
These recorded minutes will be submitted for approval at the October 21, 2015 Board Meeting

1) The meeting was called to order by Karol Clark at 17:35 hours
2) Pledge of Allegiance was recited by all in attendance.
3) **Roll call and confirmation of a quorum.** Members present: Vice Chair Karol Clark, Treasurer Ted Tucci, and Kathy Hunt Clerk. Admin Lora Hazlewood, Peggy Slusher. Chief Lollman, Barbra McKinney, Rick Dickrell, Stan Marshall
4) **Call to the public:** No Comments
5) **Approval of Minutes** –Information/Discussion/Vote
   a) Minutes of August 26, 2015 Regular Meeting-Karol motioned to accept the minutes Ted seconded motion carried unanimously.
6) **Reports and Correspondence:**
   a) Bingo Financial Report was given by Barb McKinney. She reported that they had $3074.26 in their account. She has applied for a Class A license which is the department needs and saved $30. With this license she will only needs to give an Annual Report to the DOR. Barb also reminded the Chief if he needed the money for a project that she would take the proposal to the Auxiliary and get approval. The board thanked Barb for her service.
   b) **Chief's Report**: See attached
   c) **Admin Report and Correspondence**
      i) **See attached**
   d) **Treasurer's Report:**
      i) The Treasury Report for July, 2015 with a County Balance in General Funds of $68214.45, FY 2015/2016 budget balance $121,777.54. Capital Reserve balance of $29,885.38, Pension Fund balance of $27,623.98 and Grant balance of $4001.00. Karol made a motion to accept the Treasury Report, Kathy seconded and the motion carried unanimously.
7) **New Business:** Information/Discussion/Vote
   a) Interview applicants for Board Member Vacancy-Kathy made a motion to convene into Executive session for the purpose of discussing candidates for the appointment of board member ARS 38-431.03 (A)(1). Ted seconded and the motion carried unanimously. Karol read the disclosure statement of confidentiality. The board excused all except the first candidate at 6:44. The meeting reconvened into open meeting at 7:12. Candidates, Rick Dickrell and Stan Marshall were both thanked for their efforts to serve. A ballot was cast by the board members and Stan Marshall was appointed board member to replace Tom Sexton with a vote of 2:1. Stan was sworn in and Peggy notarized his paperwork. Stan will complete his OML training and will sign his certificate of training and will take his seat next month at which time the board will reorganize its positions.
   b) Well update- Eddie was tied up at work so Ted said he will assist Eddie in checking out the well.
   c) Annexation of communities outside the department boundaries such as the Nail Ranch was put on hold until sometime in the future if the department is approached.
   d) Steve Wolf offered to look into the possibilities of turning our Rescue Truck into an Ambulance possibly a sub CON contract. Steve has moved on in the organization so this plan will be put on hold until someone is able to check into it.
   e) Updating polices including random drug testing to show due diligence. In order to get a 5-10% discount on insurance premiums Chief has checked with the medical center to see what is available so the department remains at arm's length on the results of any testing results.
   f) Cadet program-Chief has had contact with VFIS and would like to reinvent the cadet program to accommodate the interest of two young individuals who have been cadets in the past.
   g) Chief will call and find out who the new County Attorney is now that Bryan Chambers has become a judge.
   h) Board member training for those that didn't attend AFDA Training. S1387 explains the mandatory training and who needs to complete the training, as of this meeting only one of the four courses have been written, each course is $50 per person. Ted is working with Peggy and getting this figured out.
   i) Review department calendar-Peggy presented a calendar of operations and board deadlines and activities, we will write a procedure to create this living document including no dates and all additions and corrections will go to admin who will update the calendar and share with the rest of the members.
8) **Items for future agendas**

a) None at this time

9) **Adjournment**: Karol made a motion to adjourn, Ted seconded and the vote carried unanimously. The meeting adjourned at 19:45

Posted: 9/18/15
Prepared By:
Kathy Hunt
Board Clerk

NOTICE: Public Meeting
Pleasant Valley Fire District
September 16, 2015

The Fire Board of the Pleasant Valley Fire District will meet in a Regular Session. The meeting will be held at the Pleasant Valley Fire Station 61, 47531 Arizona Highway 288, at 5:30 (1730 hours) in Young, AZ. The Board may vote to go into Executive Session on any agenda item, pursuant to A.R.S. § 38-431.03 for discussion and consultation for legal advice with the District Attorney on any matter as set forth in the agenda items. The following topics and any variable previously mentioned will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action. The Board reserves the right to consider agenda items other than in the posted sequence.

AGENDA

revised

1) Call to Order
2) Pledge of Allegiance
3) Roll call: Confirmation of a quorum
4) Call to Public
5) Approval of Minutes – Information/Discussion/Vote
   a) Minutes of Regular Meeting, Aug 26, 2015
6) Reports and Correspondence - Information/Discussion/Vote
   a) Bingo financial report from Barb McKinney
   b) Chief's Report-Information/Discussion/Vote
   c) Admin Report and Correspondence-information/discussion/vote
      i) Status of Workers Compensation Audit FY 2014-2015
      ii) Status of EIN #
      iii) Social Security issue of 2013
      iv) FY 2014-2015 Annual Report Status/Kay Green
      v) SAM.gov renewal/FEMA 2013 Grant update
      vi) VFIS Roster/Annual Update
      vii) Calendar and Tasks of District Activities
      viii) Continuing Projects (working in conjunction with Chief and PVFD Office Admin)
         Pension Fund-Annual Report
         Records Retention/Essential Records
         SOP's – Place in District format
         District Policies – Place in District format
         Sealed Bid procedures
         Dispatch SOP
         Tax Reports for calendar year 2015 (1099's/W2/W3)
         Fire Recovery
   d) Treasures Reports: County
      i) August report

7) New Business – Information/Discussion/Vote
   a) Interview potential new Board Member/ Reorganization of board
      i) Executive Session-vote to convene into Executive Session.

Only those individuals necessary to the conduct of such meeting may be present. All matters discussed in an executive session must be kept confidential by those attending. Finally, no vote may be taken during an executive session. Any final action on an item discussed in an executive session must be taken during a public meeting.

ii) Reminder that the business conducted in executive sessions is confidential pursuant to A.R.S. 38-431.03(C).
iii) Discuss candidates for appointment as board member per ARS 38-431.03 (A)(1).
iv) Reconvene to open meeting

b) Well Update
c) Annexation of outside communities such as Nail Ranch
d) Update about Steve Wolf's research into turning Rescue Truck into ambulance with a sub CON contract
e) Thoughts on writing a policy for random drug testing to show due diligence.
f) Cadet program
g) Update on who is our County Attorney now that Bryan Chambers has moved on.
h) Board Member training for those who did not attend the AFDA Conference
i) Review Department Calendar

2) Agenda item for next board meeting
3) Adjournment

Posted: Tuesday, September 15, 2015

Prepared by K Hunt,
Clerk/Secretary

TOM L. SEXTON

P. O. Box 149
Young, AZ 85554
Phone (928) 462-3820
Tomandmary@mtecom.net

June 15, 2015

PLEASANT VALLEY FIRE BOARD

RE: My Resignation

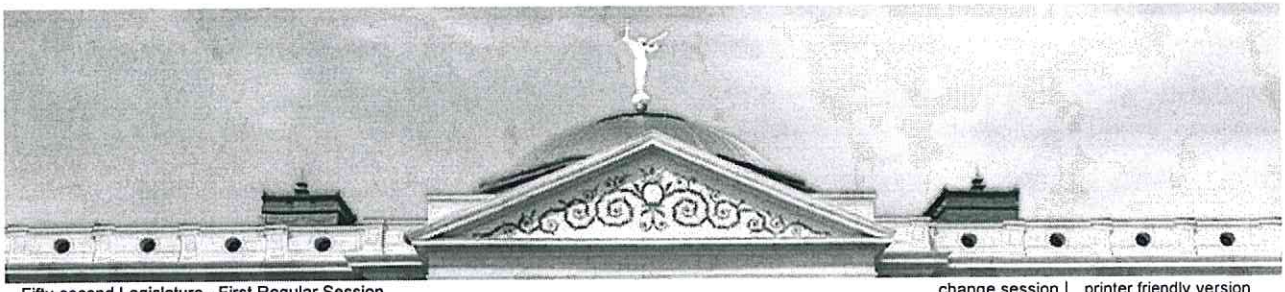
I would first like to thank Eddie Wisdom, Karol Clark, Kathy Hunt and Ted Tucci for having the privilege to be on the Board with you. We have accomplished much for the fire department and the community. In addition, I would like to thank Chief Lollman, his administration, and the dedicated efforts of the members of the Pleasant Valley Fire Department

I have been proud to be on the Board, however, due to my declining health, I believe that I am not serving the Board appropriately. So at this time, I respectfully am resigning as a Board Member.

Sincerely,

Tom L. Sexton

Tom L. Sexton



48-803. District administered by a district board; report

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, the remaining board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the remaining district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days after the resignation of the entire board or its inability to fulfill its duties, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board, beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as

prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that describes the compliance with the training requirements to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who are compliant and noncompliant with the requirements of this section.
2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.

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ARF-3432 **Consent Agenda Item 5. D.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Samantha Jerome, Nutrition Manager		
Submitted By:	Paula Horn, Deputy Director of Health, Health & Emergency Services Division		
Department:	Health & Emergency Services Division		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	10-01-15 through 09-30-18	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS14-053062) with Arizona Department of Health Services (ADHS) to extend funding for nutrition services an additional year; October 1, 2015, to September 30, 2016.

Background Information

On October 1, 2013, the Board of Supervisors approved an Intergovernmental Agreement (Contract No. ADHS14-053062) with ADHS. This Intergovernmental Agreement replaced a previous Intergovernmental Agreement that was in place for many years between Gila County and ADHS whereby ADHS provided the Gila County Health Department funding for its various nutrition programs that include the Women, Infant and Child (WIC) Program, Breastfeeding Peer Counseling (BFPC) Program, and Farmers Market Nutrition Program (FMNP).

On October 28, 2014, Amendment No. 1 was approved by the Board of Supervisors to extend the nutrition services from October 1, 2014, to September 30, 2015.

Amendment No. 2 will extend the nutrition services from October 1, 2015, to September 30, 2016.

Evaluation

The new funding sheet is established in Amendment No. 2. ADHS will provide the following funding amounts to the Gila County Health Department: 1) WIC - $277,125, 2) BFPC - $40,500, and, 3) FMNP - at $1.25 per WIC participant on an as-needed basis. This funding will allow the Gila County Health Department to continue providing nutrition services to qualified families.

Conclusion

This funding will allow the Gila County Health Department to continue providing nutrition services to qualified families.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors approve Amendment No. 2 to Contract No. ADHS14-053062 with ADHS in the total amount of $317,625 annually to extend nutrition services in Gila County from October 1, 2015, through September 30, 2016.

Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Health and Emergency Services Division and the Arizona Department of Health Services which amends the price sheets for the Women, Infants and Children Program and the Breastfeeding Peer Counseling Program for the contract period of October 1, 2015, through September 30, 2016.

Attachments

Amendment 2

Amendment 1

IGA Contract No. ADHS14-053062

Approval As To Form

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: ADHS14-053062	Amendment No.: 2	Procurement Officer: Jacqueline Ortega-Avila

WIC, BFPC and FMNP SERVICES

Effective October 1, 2015, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. The **WIC Price Sheet** in Amendment One (1) is hereby amended with the revised WIC Price Sheet of this Amendment Two (2). The total of the revised WIC Price Sheet budget amount is **$277,125.00** with the following changes:
   - **1.1.** Personnel Costs Salary **increased by $8,261.00** due to an increase in salary in personnel expenses.
   - **1.2.** Employee Related Expenses **increased by $912.00** due to an increase in salary in personnel expenses.
   - **1.3.** Professional and Outside Services will **remain the same dollar amount of a $1.00.**
   - **1.4.** Travel Expenses **decreased by $4,442.00** due to an increase in salary in personnel expenses.
   - **1.5.** Occupancy Expenses will **remain the same dollar amount of a $1.00.**
   - **1.6.** Other Operating Expenses **decreased by $4,731.00** due to an increase in salary in personnel expenses.
   - **1.7.** Capital Outlay Expenses will **remain the same dollar amount of a $1.00.**
   - **1.8.** Indirect will **remain the same dollar amount of $15,686.00.**
   - **1.9.** Registered Dietitian will **remain the same dollar amount of $62,550.00.**

CONTINUED ON NEXT PAGE

GILA COUNTY HEALTH SERVICES Contractor Name	**CONTRACTOR SIGNATURE** Contractor Authorized Signature
5515 S. APACHE AVENUE, SUITE 100 Address	Michael A. Pastor Printed Name
GLOBE **ARIZONA** **85501** City State Zip	Board of Supervisors, Chairman Title
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. Signature Date Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief Print Name Title	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona Signed this _____ day of _____ 2015 Procurement Officer
Attorney General Contract No.:P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General Print Name Title	**RESERVED FOR USE BY THE SECRETARY OF STATE** **Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

2. The **BFPC Price Sheet** in Amendment One (1) is hereby amended with the revised BFPC Price Sheet of this Amendment Two (2). The total of the revised BFPC Price Sheet budget amount is **$40,500.00** with the following changes:

   2.1. Personnel Costs Salary **increased by $86.00** due to an increase in salary in personnel expenses.

   2.2. Employee Related Expenses **decreased by $1,139.00** due to an increase in salary in personnel expenses and split funding for IBCLC.

   2.3. Professional and Outside Services will **remain the same dollar amount of a $1.00.**

   2.4. Travel Expenses **decreased by $44.00** due to a decreased in local travel allotments.

   2.5. Occupancy Expenses will **remain the same dollar amount of a $1.00.**

   2.6. Other Operating Expenses **increased by $1,097.00** due to an Increase for training materials and office supplies related to recent hire of new peer counselor.

   2.7. Capital Outlay Expenses will **remain the same dollar amount of a $1.00.**

   2.8. Indirect will **remain the same dollar amount of $3,682.00.**

3. In ProcureAZ the Contract pricing "Items" tab will be updated upon execution of this Amendment Two (2).

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: ADHS14-053062	Amendment No.: 2	Procurement Officer: Jacqueline Ortega-Avila

WIC, BFPC and FMNP SERVICES

REVISED PRICE SHEET

EFFECTIVE: OCTOBER 1, 2015 TO SEPTEMBER 30, 2016

WIC SERVICES		
	LINE ITEM BUDGET	**AMOUNT**
1.1	PERSONNEL SERVICES	$128,341.00
1.2	EMPLOYEE RELATED EXPENSES	$57,645.00
1.3	PROFESSIONAL & OUTSIDE SERVICES	$1.00
1.4	TRAVEL EXPENSES	$3,757.00
1.5	OCCUPANCY EXPENSES	$1.00
1.6	OTHER OPERATING EXPENSES	$9,143.00
1.7	CAPITAL OUTLAY EXPENSES	$1.00
1.8	INDIRECT (IF AUTHORIZED)	$15,686.00
1.9	RD SUPPLEMENT	$62,550.00
	TOTAL	$277,125.00

EFFECTIVE: OCTOBER 1, 2015 TO SEPTEMBER 30, 2016

BREASTFEEDING PEER COUNSELING SERVICES (BFPC)		
	LINE ITEM BUDGET	**AMOUNT**
2.1	PERSONNEL SERVICES	$24,238.00
2.2	EMPLOYEE RELATED EXPENSES	$6,551.00
2.3	PROFESSIONAL & OUTSIDE SERVICES	$1.00
2.4	TRAVEL EXPENSES	$1,755.00
2.5	OCCUPANCY EXPENSES	$1.00
2.6	OTHER OPERATING EXPENSES	$4,271.00
2.7	CAPITAL OUTLAY EXPENSES	$1.00
2.8	INDIRECT (IF AUTHORIZED)	$3,682.00
	TOTAL	$40,500.00

EFFECTIVE: MARCH 1, 2016 TO SEPTEMBER 30, 2016

FARMER'S MARKET NUTRITION PROGRAM (FMNP)				
	TYPE OF SERVICE	**UNIT RATE**	**UNIT OF MEASURE**	**ESTIMATED NUMBER OF PARTICIPANTS**
	WIC FMNP CHECK ISSUANCE	$1.25	WIC Participant	AS NEEDED

ADDITIONAL TERMS AND CONDITIONS:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

ADDITIONAL WIC PROGRAM:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2016 is: 1,250

ADDITIONAL BREASTFEEDING PEER COUNSELING PROGRAM:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

FARMER'S MARKET NUTRITION PROGRAM:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS14-053062**	Amendment No. 1	Sr Procurement Specialist Mr Tracey Thomas

BNPA – WIC, BFPC and FMNP

Effective October 1, 2014 it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. The WIC Price Sheet from the original Agreement is hereby replaced with the revised WIC Price Sheet of this Amendment number One (1). The total of the Revised WIC Price Sheet is increased from $268,575.00 to $277,125.00 due to the following line item changes:

   1.1 Personnel Costs / Salary decreased by $30,206.00 for a total of $120,080.00 due to decrease in FTE paid by WIC and decrease in salary for new staff nutritionist position.

   1.2 ERE decreased by $365.00 for a total of $56,733.00 due to personnel cost decrease.

   1.3 Travel decreased by $2,395.00 for a total of $8,199.00 due to absence of regional training and new software training is held in their city.

   1.4 Other Operating Expense increased by $708.00 for a total of $13,874.00 due to increase in cost of supplies and outreach materials.

Continued on next page

Gila County Health Services Contractor Name	CONTRACTOR SIGNATURE Contractor Authorized Signature
5515 S. Apache Avenue, Suite 100 Address	Michael A. Pastor Printed Name
Globe / **Arizona** / **85501** City / State / Zip	Chairman, Board of Supervisors Title
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona 10-28-14 Signature / Date Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief Printed Name	This Intergovernmental Agreement Amendment shall be effective the date indicated The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory State of Arizona Signed this 7 day of November 2014 Procurement Officer
Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona 11-05-2014 Signature / Date Assistant Attorney General Printed Name: JO-ANN HANDY	RESERVED FOR USE BY THE SECRETARY OF STATE **Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

1.5 Indirect increased by $2,258.00 for a total of $15,686.00 due to increase of one percent (1%).

1.6 Registered Dietitian increased by $38,550.00 for a total of $62,550.00 due to Nutritionist position filled by a Registered Dietitian which has higher salary.

2. The BFPC Price Sheet from the original Agreement is hereby replaced with the revised BFPC Price Sheet of this Amendment number One (1). The total of the Revised BFPC Price Sheet is increased from $40,000.00 to $40,500.00 due to the following line item changes:

2.1 Personnel increased by $2,052.00 for a total of $24,152.00 due to pay increase.

2.2 Employee Related Expenses decreased by $542.00 for a total of $7,690.00 due to decrease in cost of benefits.

2.3 Travel Expense decreased by $975.00 for a total of $1,799.00 due to change in staff office location.

2.4 Other Operating Expenses increased by $283.00 for a total of $3,174.00 due to purchase of required demonstration materials for both sites.

2.5 Indirect Costs decreased by $318.00 for a total of $3,682.00 to accommodate pay raises.

3. Replace in its entirety, Special Terms and Conditions, Provision Seventeen (17), Health Insurance Portability and Accountability Act of 1996 with the following:

17. Health Insurance Portability and Accountability Act of 1996

17.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

All other provisions of this agreement remain unchanged.

PRICE SHEET

October 1, 2014 to September 30, 2015

WIC Services

WIC Services Account Classification	Amount
Personnel	**$120,080.00**
Employee Related Expenses	**$56,733.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$8,199.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$13,874.00**
Capital Expenditures	**$1.00**
Indirect Cost	**$15,686.00**
RD Supplement	**$62,550.00**
Total	**$277,125.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	**$24,152.00**
Employee Related Expenses	**$7,690.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$1,799.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$3,174.00**
Capital Expenditures	**$1.00**
Indirect Costs	**$3,682.00**
Total	**$40,500.00**

Farmer's Market Nutrition Program Services
March 1, 2015 to September 30, 2015

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2015 is: 1,250

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

INTERGOVERNMENTAL AGREEMENT(IGA)

Contract No. ADHS14-053062

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: WIC, BFPC, FMNP Services

Begin Date: October 1, 2013

Geographic Service Area: Gila County

Termination Date: September 30, 2018

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name:
Gila County Health Services
Address:
5515 S. Apache Avenue, Suite 100
Globe, Arizona 85501

FOR CLARIFICATION, CONTACT:

Name: Paula Horn

Phone: 928-425-3231

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

X [signature] 10-1-13
Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman
Gila County Board of Supervisors

This Contract shall henceforth be referred to as Contract

No. ADHS14-053062 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this 30th **day of** October, **2013**

Christie Ruth
Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

X [signature] 10-1-13

Approved as to form:
Bryan B. Chambers, Deputy Attorney Principal

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No.P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

[signature] 10-25-13
Signature **Date**
Assistant Attorney General: Jordan T Ellel

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

_X_ Cost Reimbursement

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments.**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local

taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes.**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **Risk and Liability.**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials.**

The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event

the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies.**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period

of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination.**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be

paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration.**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication.**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances.**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity.**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes.**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract.**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

18.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

18.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. Comments Welcome.

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

1. Background

1.1 The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1.1 WIC Nutrition Services

1.1.1.1 The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food instruments/benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

1.1.1.2 To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1.2.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.2.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.2.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.2.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first (1st) year of their baby's life;

1.1.1.2.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.1.2.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

1.1.1.2.1.6 To reduce the proportion of children ages two through five (2-5) who are considered obese to ten percent (10%);

1.1.1.2.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.2.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.2.1.9 To increase the proportion of children ages zero through two (0-2) who view no television or videos on an average day to forty-five (45%).

2. Breastfeeding Peer Counseling (BFPC)

2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

3. Farmer's Market Nutrition Program (FMNP)

3.1 The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

4. Objective

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services and / or Farmers' Market Nutrition Program Services.

5. Scope of Work

5.1 WIC Services

5.1.1 The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

5.1.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

5.1.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;

5.1.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

5.1.1.4 Issue WIC food instruments/benefits;

5.1.1.5 Ensure the collection and recording of accurate information;

5.1.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;

5.1.1.7 Provide administrative functions for operation of the WIC Program; and

5.1.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

5.2 Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the according to the WIC Policy and Procedure Manual in order to increase the breastfeeding rate and duration of breastfeeding.

5.3 Farmer's Market Nutrition Program (FMNP)

5.3.1 WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

5.3.1.1 Identifying participants and offering program services;

5.3.1.2 Distributing information to participants;

5.3.1.3 Providing competent staff to perform certification;

5.3.1.4 Issuing of FMNP checks;

5.3.1.5 Safeguarding FMNP checks;

5.3.1.6 Documenting accurately all required information;

5.3.1.7 Providing administrative functions necessary for operation of the FMNP;

5.3.1.8 Preparing and submitting all required reports in accordance with this Contract; and

5.3.1.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6. Tasks and Requirements

6.1 WIC Services Outreach and Referrals

6.1.1 The Contractor shall:

6.1.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract;

6.1.1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract;

6.1.1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract; and

6.1.1.4 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

6.2 BFPC Outreach

6.2.1 The Contractor shall:

6.2.1.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

6.3 Participant Records

6.3.1 The Contractor shall:

6.3.1.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

6.3.1.1.1 Eligibility and ineligibility determinations;

6.3.1.1.2 Complete nutrition assessments;

6.3.1.1.3 Nutrition and breastfeeding education and support;

6.3.1.1.4 Nutrition and breastfeeding counseling;

6.3.1.1.5 Encourage participants in setting behavioral goals;

6.3.1.1.6 Appropriate referrals;

6.3.1.1.7 Program abuse; and

6.3.1.1.8 Food instrument issuances.

6.3.1.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and food instruments issued by the Contractor.

6.3.1.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 24626 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

6.3.1.4 Ensure staff only has access to the WIC Computer Data System and client files for business related reason(s).

6.3.1.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed according to the WIC PPM.

6.3.1.6 Notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.

6.3.1.7 Immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

6.3.1.7.1 What data elements were involved and the extent of the data involved in the breach;

6.3.1.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

6.3.1.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

6.3.1.7.4 A description of the probable causes of the improper use or disclosure; and

6.3.1.7.5 Whether Arizona Revised Statues (A.R.S) § 44-7501 or any other federal or state laws requiring individual notifications of breaches are triggered.

6.3.1.8 Provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

6.3.1.9 Notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. Obtain approval of content and timeline from ADHS prior to sending out of notification to affected individuals.

6.3.1.10 Arrange and pay for any mitigation (e.g. credit monitoring services) for participants at risk of identity theft because of breach of security of information.

6.4 FMNP Participant Records Tasks:

6.4.1 The Contractor shall:

6.4.1.1 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6.5 Service Delivery and Program Rules

6.5.1 The Contractor shall:

6.5.1.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; To be eligible, program participants shall meet the following requirements:

6.5.1.1.1 Household income does not exceed 185% of the current designated federal poverty guidelines or are adjunctively eligible;

6.5.1.1.2 Have a nutritional risk as defined in the WIC PPM; and

6.5.1.1.3 Reside in Arizona as defined by the WIC PPM.

6.5.1.2 Ensure that the program participants are in one (1) of the following categories:

6.5.1.2.1 Pregnant women,

6.5.1.2.2 Breastfeeding women up to twelve (12) months post-partum,

6.5.1.2.3 Non-breastfeeding women up to six (6) months post-partum,

6.5.1.2.4 Infants from birth to age one (1), or

6.5.1.2.5 Children from age one (1) year through the end of the month in which they turn five (5) years.

6.5.1.3 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual;

6.5.1.4 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;

6.5.1.5 Assist participants in setting goals for behavioral change and follow-up on goals set;

6.5.1.6 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote BFPC Program, when appropriate;

6.5.1.7 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments/benefits as set forth in the WIC PPM;

6.5.1.8 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided

with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;

6.5.1.9 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

6.5.1.10 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument/benefit use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

6.5.1.11 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS approved Arizona Farmers' Markets; and

6.5.1.12 Explain to all WIC participants that, in addition to FMNP checks, WIC CVVs may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

6.6 Additional BFPC Service Delivery Tasks

6.6.1 The Contractor shall:

6.6.1.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

6.6.1.2 Provide peer counseling services. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

6.6.1.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors.

6.7 Additional FMNP Delivery Tasks

6.7.1 The Contractor shall:

6.7.1.1 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

6.7.1.2 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;

6.7.1.3 Submit a written request to the ADHS FMNP Manager for authorization to utilize a Local Agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;

6.7.1.4 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;

6.7.1.5 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market; and

6.7.1.6 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

6.8 Participant-Centered Nutrition Education

6.8.1 The Contractor shall:

6.8.1.1 Prepare and submit a two (2) year Nutrition Services Plan for participants to include, but not be limited to:

6.8.1.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan,

6.8.1.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal,

6.8.1.1.3 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period,

6.8.1.1.4 Provide and document professional supervision, mentoring and monitoring of paraprofessional staff at the clinic level on a regular basis, as often as necessary, to ensure competence,

6.8.1.1.5 Provide, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD,

6.8.1.1.6 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

6.8.1.1.6.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

6.8.1.1.6.2 The cost of procuring and producing nutrition education materials;

6.8.1.1.6.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

6.8.1.1.6.4 The cost of conducting participant evaluations of nutrition education;

6.8.1.1.6.5 The salary and other costs incurred in developing the nutrition education plan; and

6.8.1.1.6.6 Other ADHS-approved costs.

6.8.1.2 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages; and

6.8.1.3 Provide documentation that a minimum of four percent (4%) of its annual WIC expenditures have been used to support breastfeeding promotion and education, If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

6.9 Staffing

6.9.1 The Contractor shall:

6.9.1.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Local Agency shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration;

6.9.1.2 Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If the Local Agency has barriers to this staffing standard, the Contractor shall submit in writing to ADHS its plan for coordination of nutrition services within the Local Agency to be approved by ADHS;

6.9.1.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants;

6.9.1.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation;

6.9.1.5 Provide an appropriate number of adequately trained, competent, certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual competencies as set forth in the ADHS WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;

6.9.1.6 Provide an appropriate number of adequately trained, competent, nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the competencies for Nutrition Education Specialists as set forth in the ADHS WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;

6.9.1.7 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS;

6.9.1.8 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS;

6.9.1.9 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable; and

6.9.1.10 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

6.10 Additional BFPC Service Staffing

6.10.1 The Contractor shall:

6.10.1.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources;

6.10.1.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason; and

6.10.1.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

6.11 Staff Training

6.11.1 The Contractor shall:

6.11.1.1 Implement the Blended Learning ADHS training plan for new staff;

6.11.1.2 Ensure all WIC staff are registered and complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at www.azdhslearn.gov, in accordance with the ADHS WIC PPM;

6.11.1.3 In addition to state requirements for competency trainings, implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations;

6.11.1.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS LMS course on Civil Rights or other courses that will be required by ADHS;

6.11.1.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards; and

6.11.1.6 Provide one (1) representative for a maximum of 12 iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings.

6.12 Additional BFPC Staff Training

6.12.1 The Contractor shall:

6.12.1.1 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term;

6.12.1.2 Provide training of Breastfeeding Peer Counselors using the Loving Support through Peer Counseling curriculum within one (1) month of employment;

6.12.1.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others; and

6.12.1.4 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the Loving Support curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

6.13 Data Collection

6.13.1 The Contractor shall:

6.13.1.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System;

6.13.1.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM; and

6.13.1.3 Ensure WIC Computer Data System users maintain integrity by keeping their username and password secure; and

6.13.1.4 Ensure users do not share their login information with others.

6.14 Administrative Services

6.14.1 The Contractor shall:

6.14.1.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded programs;

6.14.1.2 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system;

6.14.1.3 Ensure the capital equipment listing includes the following:

6.14.1.3.1 Tag or ID number,

6.14.1.3.2 Description,

6.14.1.3.3 Purchase cost or fair market value on date of donation,

6.14.1.3.4 Purchase or donation date,

6.14.1.3.5 Location, and

6.14.1.3.6 Disposal date.

6.14.1.4 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;

6.14.1.5 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more;

6.14.1.6 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal;

6.14.1.7 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding $2,500 if purchased prior to October 1, 2010, and $5,000 or more beginning on October 1, 2010;

6.14.1.8 Submit to ADHS for approval any policy or procedure that deviates from those set forth in the Arizona WIC PPM;

6.14.1.9 Update the Local Agency information on a timely basis on the www.azwic.gov website including but not limited to:

6.14.1.9.1 Names of WIC Directors,

6.14.1.9.2 RDs,

6.14.1.9.3 Nutritionists,

6.14.1.9.4 Clinic staff,

6.14.1.9.5 Clinic names,

6.14.1.9.6 Addresses,

6.14.1.9.7 Phone numbers,

6.14.1.9.8 Days and hours of operations, closure days, and

6.14.1.9.9 Other pertinent information for the public to know.

6.14.1.10 Provide at least a six (6) month written notice when planning on suspending WIC services at any location;

6.14.1.11 Read, timely, all ADHS posted documents and provide requested response on the ADHS SharePoint site;

6.14.1.12 Ensure the State Agency has its most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account; and

6.14.1.13 Maintain documentation records of WIC services according to the WIC PPM, including but not limited to:

6.14.1.13.1 Signed consent forms for anemia screening and anthropometrics,

6.14.1.13.2 Signed Rights and Obligations Form for enrolled participant files (active and inactive),

6.14.1.13.3 Eligible participant files (active and inactive),

6.14.1.13.4 Ineligible applicant forms/files,

6.14.1.13.5 Monthly Participation Reports by Category and Ethnicity,

6.14.1.13.6 Outreach files,

6.14.1.13.7 Medical documentation,

6.14.1.13.8 Staff files:

6.14.1.13.8.1 Trainings attended;

6.14.1.13.8.2 Skill observations; and

6.14.1.13.8.3 Annual evaluations.

6.14.1.13.9 Documentation of dual participation actions,

6.14.1.13.10 Waiting lists (when applicable),

6.14.1.13.11 Reconciliation of voided food instruments,

6.14.1.13.12 Civil rights file to include documentation and resolution of all civil rights complaints,

6.14.1.13.13 Documentation of annual civil rights training of all employees, and

6.14.1.13.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

6.14.1.14 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;

6.14.1.15 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;

6.14.1.16 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM;

6.14.1.17 Prepare and submit Final Yearly Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year;

6.14.1.18 Prepare and submit a WIC Local Agency Mid-Year and Annual Cost Summary that matches the amount in the month of March and Final Yearly Closeout CER invoice respectively in accordance with the requirements in the WIC PPM;

6.14.1.19 Prepare and submit an annual update on the Two (2) Year Contractor's Outreach Plan and a progress report on activities accomplished during the year;

6.14.1.20 Prepare and submit an annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;

6.14.1.21 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes;

6.14.1.22 Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation; and

6.14.1.23 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM.

6.15 Additional Peer Counseling Administrative Services

6.15.1 The Contractor shall:

6.15.1.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS; and

6.15.1.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

6.16 Additional FMNP Administrative Services

6.16.1 The Contractor shall:

6.16.1.1 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

7. Reference Documents

7.1 Arizona WIC Program Policies and Procedures Manual: Refer to: http://azdhs.gov/azwic/local_agencies_policyManual.htm

7.2 Arizona FMNP Manual: Refer to: http://azdhs.gov/azwic/farmers_market.htm

7.3 Federal Regulations: Refer to http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a6980ff847aff32ab535bd37f71ce93d&tpl=/ecfrbrowse/Title07/7cfr246_main_02.tpl

7.4 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information, and

7.5 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

8. State Provided Items

8.1 Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request.

8.2 Hardware and software necessary for operation of the WIC Computer Database System.

8.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

8.4 Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card when implemented.

8.5 CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.

8.6 Nutrition Education Materials for participants.

8.7 Quarterly Report template (electronic) for Peer Counseling Program.

8.8 Technical assistance and support.

8.9 Breastfeeding material lending and library for Peer Counselor use.

8.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.

8.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

8.12 FMNP Participant Guides.

8.13 Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.

8.14 Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

8.15 Periodic redemption reports for issued checks.

8.16 Formats for required reports.

8.17 Program Integrity staff monitoring reports (monthly).

9. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and / or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

9.1 The Contractor shall prepare and submit to ADHS:

9.1.1 Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

9.1.2 Individual electronic and signed paper copy of the CER invoice, not later than *thirty* (30) days following the end of each report month of the program year;

9.1.3 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;

9.1.4 WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than *forty-five (45)* days following the end of each Contract year;

9.1.5 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

9.1.5.1 Request for Caseload to be served;

9.1.5.2 Request for budget and budget justification;

9.1.5.3 Updated Participant Nutrition Education Plan for the following contract year and a progress report of the previous year's activities;

9.1.5.4 Updated Outreach Plan of each contract year and a progress report of previous year's activities; and

9.1.5.5 Any additional services.

9.1.6 All required responses to federal and state audits and reviews submitted in a timely manner, according to the deadline dates specified in the audit letters.

9.1.7 Additional Peer Counseling Deliverables

9.1.7.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

10. PERFORMANCE STANDARDS AND AWARDS

10.1 Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

10.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

10.3 Local Agencies shall be eligible for one (1) or more of the following awards:

10.3.1 Any Local Agency in which ninety percent (90%) or more of the certifications six (6) months (October 1 through March 31) have an appropriate TGIF note as verified by the "No notes" and "TGIF detail" reports may receive an award of $10,000.00 added to their following fiscal year WIC funding formula award if the Contract is extended and additional expenditure can be identified;

10.3.2 Any Local Agency which meets 98% of its documentation requirement in nutrition education for the previous contract year may receive an award of $5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

10.3.3 Any Local Agency in which 25% or more of the infant caseload for a six (6) month time period (October 1 through March 31) were at least six (6) months old and were IEN at six (6) months of age ay receive an award of $10,000 added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

10.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

10.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

11. Notices, Correspondence and Reports

11.1 Notices, Correspondences and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, Arizona 85007
Attention: WIC Program Manager

11.2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Contractor:	Gila County Health Services
Attention:	Michael O'Driscoll, Director
Address:	5515 South Apache Avenue, Suite 100
City, State, ZIP:	Globe, Arizona 85501
Phone:	(928) 425-3231
Fax:	(928) 425-0794
Email:	modriscoll@co.gila.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET ATTACHMENT A
ADHS14-053062	

Gila County

PRICE SHEET

October 1, 2013 to September 30, 2014

WIC Services

Account Classification	Amount
Personnel	**$150,286.00**
Employee Related Expenses	**$57,098.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$10,594.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$13,166.00**
Capital Expenditures	**$1.00**
Indirect Cost	**$13,428.00**
Registered Dietitian	**$24,000.00**
Total	**$268,575.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	**$22,100.00**
Employee Related Expenses	**$8,232.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$2,774.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$2891.00**
Capital Expenditures	**$1.00**
Indirect Costs	**$4,000.00**
Total	**$40,000.00**

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is to fund additional Registered Dietitian positions to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2014 is: 1,250

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3433 **Consent Agenda Item 5. E.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Samantha Jerome, Nutrition Manager		
Submitted By:	Paula Horn, Deputy Director of Health, Health & Emergency Services Division		
Department:	Health & Emergency Services Division		
Fiscal Year:	2016	Budgeted?:	Yes
Contract Dates Begin & End:	10/01/15 to 09/30/16	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

To approve amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS12-010890) with the Arizona Department of Health Services (AZDHS) for a revised price sheet to continue to provide Commodity Supplemental Foods Program (CSFP) and Senior Farmers' Market Nutrition Program (SFMNP) services to residents of Gila County. There is no change to the amount of funding AZDHS will provide Gila County for these services; this amendment is to extend the contract for an additional 12 months.

Background Information

The Board of Supervisors originally adopted this Intergovernmental Agreement on October 18, 2011, accepting funding from AZDHS for the CSFP and the SFMNP programs. Currently, the CSFP provides approximately 200 low-income individuals, mostly seniors, with a box of commodities each month that provides vital nutrients that participants might not otherwise receive; and, Farmers' Markets are now featured events during the summer in Payson and Globe.

The Board of Supervisors approved Amendment No. 1 on February 7, 2012, extending the services and the price sheet.

The Board of Supervisors approved Amendment No. 2 on October 22, 2013, extending the services and the price sheet.

The Board of Supervisors approved Amendment No. 3 on October 28, 2014, extending the services and the price sheet.

Evaluation

This Amendment will replace the price sheet section of the existing Intergovernmental Agreement; and, CSFP funding will remain the same at $5,448. In addition, the SFMNP will remain fee for service at the same rate of $1.25 for each voucher issued.

Conclusion

This Amendment to the Intergovernmental Agreement contract provides funding of $5,488 for the continuation of the CSFP from October 1, 2015, to September 30, 2016 and level funding for the SFMNP.

Recommendation

The Health & Emergency Services Division Director recommends that the Board of Supervisors approve Amendment No. 4 to the Intergovernmental Agreement (Contract No. ADHS12-010890) between the Arizona Department of Health Services and Gila County Health & Emergency Services Division to continue CSFP and SFMNP services to the residents of Gila County.

Suggested Motion

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Health and Emergency Services Division and the Arizona Department of Health Services which amends the price sheet for the Commodity Supplemental Foods Program and the Senior Farmers' Market Nutrition Program for the contract period of October 1, 2015, through September 30, 2016.

Attachments

Amendment #4

Amendment #3

Amendment #2

Amendment #1

CFSP IGA Contract No. ADHS12-010890

Approved As To Form

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: ADHS12-010890	Amendment No.: 4	Procurement Officer: Jacqueline Ortega-Avila

CSFP AND SFMNP SERVICES

Effective October 1, 2015, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. The Price Sheet in Amendment Three (3) is hereby amended with the Price Sheet of this Amendment Four (4). The total budget amount remained the same at **$5,448.00**, and there are no line item changes.

In ProcureAZ the Contract pricing "Items" tab will be updated upon execution of this Amendment Four (4).

CONTINUED ON NEXT PAGE

GILA COUNTY Contractor Name	**CONTRACTOR SIGNATURE** Contractor Authorized Signature
1400 EAST ASH STREET Address	Michael A. Pastor Printed Name
GLOBE **ARIZONA** **85501** City State Zip	Board of Supervisors, Chairman Title
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona Signed this _____ day of _____ 2015
Signature Date Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief Print Name Title	Procurement Officer
Attorney General Contract No.:P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	**RESERVED FOR USE BY THE SECRETARY OF STATE** **Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**
Signature Date Assistant Attorney General Print Name Title	

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: ADHS12-010890	Amendment No.: 4	Procurement Officer: Jacqueline Ortega-Avila

CSFP AND SFMNP SERVICES

REVISED PRICE SHEET

Commodity Supplemental Food Program (CSFP)

Effective: October 1, 2015 to September 30, 2016

	LINE ITEM BUDGET	AMOUNT
A.	PERSONNEL SERVICES	$3,400.00
B.	EMPLOYEE RELATED EXPENSES	$1,326.00
C.	PROFESSIONAL & OUTSIDE SERVICES	$0.00
D.	TRAVEL EXPENSE	$600.00
E.	OCCUPANCY EXPENSE	$0.00
F.	OTHER OPERATING EXPENSES	$122.00
G.	CAPITAL OUTLAY EXPENSE	$0.00
H.	INDIRECT (IF AUTHORIZED)	$0.00
	TOTAL	**$5,448.00**

Senior Farmer's Market Nutrition Program (SFMNP)

TYPE OF SERVICE	UNIT RATE	UNIT OF MEASURE	ESTIMATED NUMBER OF PARTICIPANTS
WIC SFMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

LINE ITEM BUDGET TRANSFERS

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.

ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams Street, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010890	Amendment No. 3	Procurement Specialist Tracey Thomas

BNPA – CFSP/SFMNP

Effective October 1, 2014, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. The Price Sheet in Amendment One (2) is hereby revised and replaced by the Price Sheet in Amendment Three (3) The total budget amount remained the same at **$5,448.00**, and there are no line item changes.

In ProcureAZ the Contract pricing "Items" tab will be updated upon execution of this Amendment Three (3)

All other provisions of this agreement remain unchanged.

Gila County Public Health Services
Contractor Name

1400 East Ash Street
Address

Globe Arizona 85501
City State Zip

CONTRACTOR SIGNATURE

Michael A Pastor
Contractor Authorized Signature

Michael A Pastor
Printed Name

Chairman, Board of Supervisors
Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

10-28-14
Signature Date

Bryan B Chambers, Deputy County Attorney/Civil Bureau Chief
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 10 **day of** November **2014**

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

11-05-2014
Signature Date
Assistant Attorney General

Printed Name: JO-ANN HANDY

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams Street, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010890	Amendment No 3	Procurement Specialist Tracey Thomas

CSFP and SFMNP Services

PRICE SHEET

Commodity Supplemental Food Program (CSFP)

Effective: October 1, 2014 to September 30, 2015

LINE ITEM BUDGET	AMOUNT
Personnel Services	$3,400.00
Employee Related Expenses	$1,326.00
Professional & Outside Services	$0.00
Travel Expense	$600.00
Occupancy Expense	$0.00
Other Operating Expenses	$122.00
Capital	$0.00
Indirect (if authorized)	$0.00
TOTAL	**$5,448.00**

Senior Farmer's Market Nutrition Program (SFMNP)

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC SFMNP Check Issuance	$1 25	WIC Participant	AS NEEDED

LINE ITEM BUDGET TRANSFERS

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams Street, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010890	Amendment No 2	Procurement Specialist Tracey Thomas

BNPA – CFSP/SFMNP

Effective October 1, 2013, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Terms and Conditions, Section 4, Contract Administration and Operation, Item 4.12, Scrutinized Businesses is hereby deleted.

2. The Price Sheet in Amendment One (1) is hereby revised and replaced by the Price Sheet in Amendment Two (2). The total Price Sheet is **$5,448.00** with the following changes:

   a. **Personnel Costs** increased by **$55.00** because more work was completed;
   b. **Employee Related Expenses** increased by **$211.00** because more work was completed; and
   c. **Other Operating Expenses** increased by **$22.00** because more work was completed.

   In ProcureAZ the Contract pricing "Items" tab will be updated upon execution of this Amendment Two (2).

All other provisions of this agreement remain unchanged.

Gila County Health Department **Contractor Name**	**CONTRACTOR SIGNATURE** Michael A. Pastor **Contractor Authorized Signature**
1400 East Ash Street **Address**	Michael A. Pastor **Printed Name**
Globe Arizona 85501 **City State Zip**	Chairman, Board of Supervisors **Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Approved as To form: 10-22-13 **Signature Date** Bryan Chambers, Deputy Attorney Principal **Printed Name**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this** 15 **day of** November **2013** **Procurement Officer**
Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. 11/14/13 Signature Date Assistant Attorney General Printed Name: Patricia LaMagna	**RESERVED FOR USE BY THE SECRETARY OF STATE** **Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

CSFP and SFMNP Services

PRICE SHEET

Commodity Supplemental Food Program (CSFP)

Effective: October 1, 2013 to September 30, 2014

LINE ITEM BUDGET	AMOUNT
Personnel Services	$3,400.00
Employee Related Expenses	$1,326.00
Professional & Outside Services	$0.00
Travel Expense	$600.00
Occupancy Expense	$0.00
Other Operating Expenses	$122.00
Capital	$0.00
Indirect (if authorized)	$0.00
TOTAL	**$5,448.00**

Senior Farmer's Market Nutrition Program (SFMNP)

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC SFMNP Check Issuance	$1 25	WIC Participant	AS NEEDED

LINE ITEM BUDGET TRANSFERS

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams. Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-010890**	Amendment No 1	Procurement Specialist Tracey Thomas

Bureau of Nutrition and Physical Activity (BNPA)
Commodity Supplemental Food Program (CSFP) and Senior Farmers Market Nutritional Program (SFMNP)

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1 Replace the original Price Sheet of this Agreement with the revised Price Sheet on Page Two (2) of this Amendment One (1) The overall total of **$5,160.00** remains the same, however the following line items are corrected:

a Personnel: Budget increased to $395 00 to reflect the correct total amount of **$3,345.00.**

b ERE: Budget increased $151 00 to reflect the correct total amount of **$1,115.00.**

All other provisions of this agreement remain unchanged.

Gila County Health Department
Contractor Name

1400 East Ash Street
Address

Globe Arizona 85501
City State Zip

CONTRACTOR SIGNATURE
In accordance with A.R S 35-391 06 and A.R S 35-393 06. the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

Tommie C Martin 2/7/12
Contractor Authorized Signature

TOMMIE C MARTIN, CHAIRMAN, BOS
Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE
Pursuant to A R S § 11-952. the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

2/7/12
Signature **Date**

BRYAN CHAMBERS, Gila Co. ATTORNEY
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 1st **day of** March ~~2009~~ 2012

Christine Ruth
Procurement Officer

Attorney General Contract No PIGA2010000344, which is an Agreement between public agencies. has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General. who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Deb M Sterling 2/27/2012
Signature Date
Assistant Attorney General

Printed Name: Debra Sterling

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-010890**	Amendment No. 1	Procurement Specialist Tracey Thomas

PRICE SHEET FY 2012

COST REIMBURSEMENT CONTRACT

LINE ITEM BUDGET	AMOUNT
Personnel Services	$3,345
Employee Related Expenses	$1,115
Professional & Outside Services	0
Travel Expense	$600
Occupancy Expense	0
Other Operating Expenses	$100
Capital	0
Indirect (if authorized)	0
TOTAL	**$5,160**

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-010890

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: CSFP/SFMNP Program **Begin Date:** 10/1/11

Geographic Service Area: Arizona **Termination Date:** 9/30/16

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Health Department

Address: 1400 East Ash

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: URSULA DONOVAN

Phone: 928-402-8815

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

10-18-11

Signature of Person Authorized to Sign Date

TOMMIE C MARTIN, CHAIRMAN, BOS

Print Name and Title

This Contract shall henceforth be referred to as Contract No. ADHS12-010890 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this 16th **day of** November, 2011

Christine Roth

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

10 19 2011

Signature of Person Authorized to Sign Date

BRYAN CHAMBERS, Gila County Attorney

Print Name and Title

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General BY:

11/2/11

Signature **Date**

Assistant Attorney General: Ronald E. Johnson

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope

of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products

created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable

distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor shall be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual

for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably

withhold approval.

7. **Risk and Liability**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions*. Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration*. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

    15.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

    15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

    If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Commodity Supplemental Food Program (CSFP) and the Senior Farmers Market Nutrition Program (SFMNP). Both USDA programs are discretionary, and each program provides a specific service.

The CSFP is a USDA nutrition program providing food commodities to low-income, nutritionally at-risk women, children up to age six (6) and persons sixty (60) years of age or older. The SFMNP is intended to increase consumption of locally grown fresh fruits and vegetables by providing SFMNP checks to a limited number of seniors participating in the CSFP to purchase these items directly from Growers at ADHS-approved Farmers' Markets. Currently, ADHS contracts with Agencies to provide both CSFP and SFMNP services such as nutrition education and instructions for FMNP check use, and adherence to an agreed upon distribution process.

B. OBJECTIVE

Contract with viable organizations that can become Program Contractors for either CSFP and SFMNP. A Contractor shall meet CSFP Program requirements and may additionally elect to provide SFMNP services within the five (5) year time period of this Contract. As such, a Contractor may provide CSFP Services only or CSFP and SFMNP services.

C. SCOPE OF SERVICES

CSFP

The Contractor shall perform all necessary work required to administer and provide CSFP services to eligible participants according to the Arizona CSFP Policies and Procedures Manual (CSFP PPM). These services include but are not limited to:

1. Identifying clients and offering program services;
2. Distributing information to participants;
3. Providing nutrition education services to participants;
4. Providing competent staff to perform certification and information on distribution procedures for food boxes, such as;
   - 4.1 Safeguarding;
   - 4.2 Warehousing;
   - 4.3 Distributing;
   - 4.4 Tracking, and
   - 4.5 Doing inventory of food ordered and distributed.
5. Documenting accurately all required information;
6. Providing administrative functions necessary for operation of the CSFP;
7. Preparing and submitting all required reports in accordance with this Contract; and
8. Compliance to all provisions of the CSFP PPM.

SFMNP

The Contractor shall perform all necessary work to administer SFMNP services to eligible participants according to the Arizona FMNP Policies and Procedures Manual (FMNP PPM). These services include, but are not limited to:

1. Identifying clients and offering program services;
2. Distributing information to participants;
3. Providing nutrition education services to participants;
4. Providing competent staff to perform certification and information on distribution procedures, such as;

   4.1 Safeguarding check stock and issuing checks;

   4.2 Documenting accurately all required information;

   4.3 Providing administrative functions necessary for the operation of the SFMNP; and

   4.4 Preparing and submitting all required reports in accordance with this Contract and adhering to all provisions of the FMNP PPM.

D. TASKS

1. Administration

The Contractor for CSFP Services shall:

1.1 Screen program applicants to determine eligibility of program participation in accordance with procedures described in the Arizona CSFP PPM;

1.2 Utilize the ADHS database system to certify CSFP participants;

1.3 Designate the appropriate food package for the Program Participant in accordance with the Arizona CSFP PPM, to include the following activities:

1.3.1 Provide required certification documents; and

1.3.2 Provide guidance as to location and times for pickup of monthly food boxes.

1.4 Provide CSFP participants with written information about available health and social services that the participant may be eligible, and make referrals as necessary;

1.5 Provide each program participant with information on Program rules, regulations, foods and food package use;

1.6 As needed, develop and submit for ADHS approval a Local Agency Policies and Procedures Manual if current policies and procedures deviate from the Arizona CSFP PPM;

1.7 Obtain Health Insurance Portability and Accountability Act (HIPAA) authorization from each affected program participant prior to the release of participant information to any Agency;

The Contractor for SFMNP Services shall:

1.8 Provide services to clients in accordance with the Arizona Farmers' Market Nutrition Program

Policies and Procedures Manual (FMNP PPM);

1.9 Utilize the AIM database system to identify eligible participants, offer the program, and issue SFMNP checks to eligible CSFP participants;

1.10 Treat FMNP checks as negotiable financial instruments. Contractor shall assume liability for the issuance of SFMNP checks assigned to the Contractor, and assume financial liability for any checks that cannot be accounted for and reconciled;

1.11 Submit a written request to the ADHS FMNP Program Manager for authorization to utilize a staff member to train and certify local growers. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training shall be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Program Manager;

1.12 Provide other information as required for ADHS to administer the program in accordance with State and federal regulations; and

1.13 If additional funds become available and the Contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor shall choose whether or not to distribute the additional checks with no increase in the Contract budget.

2. Distribution

The Contractor for CSFP Services shall:

2.1 Distribute and document the issuance of the appropriate food boxes to participants.

The Contractor for SFMNP Services shall:

2.2 Distribute to participants a brief description of non-allowable and allowable items (Participant Information Guide and other information provided by ADHS) and the time period for check redemption;

2.3 Distribute information to participants regarding the location and hours of ADHS-approved Farmers' Markets;

2.4 Distribute information regarding approved Farmers' Markets (provided by ADHS) to participants and notify ADHS within five (5) working days of receipt, of any notification of change from an individual Farmers' Market;

2.5 Issue SFMNP checks to persons sixty (60) years of age or older who have been certified or waitlisted for CSFP and desire to participate in the program; and

2.6 Encourage and remind participants to visit the farmers' market to redeem checks.

3. Nutrition Education

The Contractor for CSFP Services shall:

3.1 Provide each CSFP adult program participant (or parent/caretaker for a child participant) with one (1) nutrition education contact in each six (6) month certification period that shall be documented in the participant's AIM database file;

3.2 For program participants sixty (60) years of age and older, one (1) nutrition education contact per twelve (12) month certification period shall be provided and documented;

3.3 Whenever possible, Arizona Nutrition Network (AZNN) materials and messages provided by ADHS shall be utilized by the Contractor to ensure common nutrition messages.

The Contractor for SFMNP Services shall:

3.4 Provide the participant with nutrition education and materials supplied by ADHS and information regarding the identification of seasonal market produce; and

3.5 Document the provision of the education according to the Arizona FMNP PPM.

4. Staffing

The Contractor for CSFP and/or SFMNP Services shall:

4.1 Designate an individual to serve as the CSFP and/or SFMNP Director/Manager for the Local Agency;

4.2 Provide the services of a Community Nutrition Worker(s) in numbers proportionate to the Local Agency's assigned caseload, to certify program participants for CSFP and issue SFMNP checks; and

4.3 Provide CSFP clerk(s) to perform administrative support tasks with CSFP clinics, at the option of the Contractor.

5. Training

The Contractor for CSFP and/or SFMNP Services shall:

5.1 Provide training to program staff and volunteers on the following subjects;

5.1.1 Program rules for CSFP and/or SFMNP;

5.1.2 CSFP commodities and food box composition;

5.1.3 Use of AIM database system for certifying program participants and recording of food box distribution;

5.1.4 As appropriate, ADHS Approved Farmers' Market locations;

5.1.5 As appropriate, issuance and education procedures for SFMNP checks; and

5.1.6 As appropriate, use of ADHS database system for issuing SFMNP checks.

5.2 On an annual basis provide program staff and volunteers with civil rights training in accordance with 7 CFR Part 247.

6. Data Collection

The Contractor for CSFP and/or SFMNP Services shall:

6.1 Collect and maintain program and participant demographic information. The following tools and tasks are required;

6.1.1 Utilize the hardware and software provided by ADHS to operate the CSFP and/or Seniors Farmers' Market module of the ADHS database system to certify and enroll program participants; and

6.1.2 Complete all data elements required in the ADHS database system as outlined in the Arizona CSFP and/or FMNP PPM.

7. Equipment Handling

The Contractor for CSFP and/or SFMNP Services shall:

7.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs (AAPM) with respect to accountability for equipment purchased with ADHS provided funds;

7.2 Maintain a formal inventory listing or subsidiary record of all capital and non-capital equipment provided by ADHS or purchased by the Contractor with CSFP funds. The capital equipment (with a cost of $1,000.00 or more) listing shall include the following information;

7.2.1 Tag or identification number;

7.2.2 Description;

7.2.3 Purchase cost or fair market value on the date of donation;

7.2.4 Purchase or donation date;

7.2.5 Physical location; and

7.2.6 Date of disposal.

7.3 Provide appropriate maintenance and upkeep for all equipment purchased with CSFP funds. Services may be provided by internal Contractor staff or any authorized maintenance contract;

7.4 Obtain written permission from ADHS prior to expending CSFP funds to purchase capital equipment;

7.5 Obtain written permission from ADHS prior to purchasing automated data processing equipment with CSFP funds; and

7.6 Obtain specific written ADHS approval prior to the transfer or disposal of any equipment purchased with CSFP funds.

8. Administrative Requirement and Reports

The Contractor for CSFP and/or SFMNP Services shall:

8.1 Maintain CSFP and/or SFMNP files in accordance with Arizona CSFP/FMNP PPM guidelines. The following documentation records shall be maintained either as a paper file or in the AIM database:

8.1.1 Eligible participant files (active and inactive) (AIM database);

8.1.2 Number and type of counseling sessions provided to participants regarding their program abuse (paper);

8.1.3 Ineligible participant files and reason for ineligibility (paper);

8.1.4 Food packages authorized for the program participant (AIM);

8.1.5 Staff training files (paper);

8.1.6 Outreach files (paper);

8.1.7 Documentation of dual participation actions;

8.1.8 Waiting lists (when applicable) (AIM); and

8.1.9 Civil Rights file to include documentation and resolution of all civil rights complaints. Civil rights files shall include and provide the following:

8.1.9.1 Racial and Ethnic Participation forms (FNS-191); and

8.1.9.2 Data compilation, records maintenance, and reports submittals as required by USDA to permit effective enforcement of the non-discrimination laws.

9. Participant Requirements

CSFP Eligible Program Participant Requirements:

9.1 Pregnant women, breastfeeding women up to twelve (12) months postpartum, and non-breastfeeding women up to twelve (12) months postpartum whose household income does not exceed one hundred eighty-five percent (185%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor;

9.2 Children one (1) year through five (5) years of age whose household income does not exceed one hundred eighty-five percent (185%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor; and

9.3 Persons sixty (60) years of age or older, whose household income does not exceed one hundred and thirty percent (130%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor.

SFMNP Program Participants:

9.4 CSFP participants sixty (60) years of age and older (Seniors).

E. CONTRACTOR REQUIREMENTS

1. The Contractor shall have computer systems that can access the AIM/HANDS ADHSdatabase system to become a CSFP Contractor; and

2. The Contractor shall be a **CSFP Agency** with existing access to the ADHS AIM/HANDS database system to become an SFMNP Contractor.

F. REFERENCE DOCUMENTS

1. Title 7 Code of Federal Regulations (CFR), Part 247- Commodity Supplemental Food Program – Available at www.gpoaccess.gov

2. Arizona Commodity Food Program Policy and Procedures Manual

3. Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs

4. Title 7 Code of Federal Regulations (CFR) Part 249 – Senior Farmers' Market Nutrition Program. Available at www.gpoaccess.gov

5. Arizona Farmers' Market Nutrition Program Policies and Procedures Manual

G. STATE PROVIDED TASKS/ITEMS

ADHS FMNP shall provide:

1. Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
2. Arizona Commodity Supplemental Food Program Policies and Procedures Manual;
3. Accounting and Auditing Procedures Manual for Contractors of ADHS-Funded Programs;
4. Maintenance of ADHS Database System for CSFP staff as required;
5. Educational materials for participants;
6. Client/Participant Information Guide;
7. Information about approved farmers' market locations;
8. Monitoring of Farmers' Markets for compliance with regulations;
9. Periodic redemption reports for issued checks;
10. Formats for required reports;
11. An electronic Contractor's Expenditure Report (CER); and
12. ADHS Database system, currently referred to as AIM but shall be transiting to HANDS.

H. DELIVERABLES

The Contractor shall submit:

1. A monthly Contractor's Expenditure Report (CER) for each Program within three (3) weeks after the end of each month in which services were provided. Electronic format of the CER shall be provided;
2. Final CER, which reflects the Contractor's total incurred costs for the fiscal year. Due thirty (60) days after the end of the fiscal year;
3. Copies of any local polices or procedures for approval prior to implementation;

Additional Senior Farmers' Market Deliverables

4. Notification of ADHS FMNP Manager within five (5) working days of receipt of notification of change of hours or location of any Farmers' Market;
5. Written requests for authorization to utilize a Contractor staff member to train and certify local growers, as needed; and
6. All other reports as required in the Arizona FMNP Policies and Procedures Manual.

I. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

1. Notices, Correspondence and Reports and CERs concerning CSFP from the Contractor to ADHS shall be sent to:

   CSFP Manager
   Arizona Department of Health Services
   150 N. 18th Avenue, Suite 310
   Phoenix, Arizona 85007

2. Notices, Correspondence and Reports and CERs concerning SFMNP from the Contractor to ADHS shall be sent to:

   FMNP Manager
   Arizona Department of Health Services
   150 N. 18th Avenue, Suite 310
   Phoenix, Arizona 85007

3. Notices, correspondence, reports and payments from ADHS to Contractor shall be sent to:

   Name: GILA COUNTY DIVISION OF HEALTH & EMERGENCY SERVICES

   Attention: Jean Ann Sartain

   Address: 5515 S APACHE AVE, SUITE 100

   City: GLOBE

   State and ZIP: AZ 85501

   Phone: 928-402-8502

   Email: jsartain@co.gila.az.us

Agency Name: Gila County

PRICE SHEET

Effective 10/1/11

Cost Reimbursement Line Item Budget

CSFP Services

Account Classification	Amount
Personnel	$2,950
Employee Related Expenses	$964
Professional & Outside Services	$0
Travel Expense	$600
Occupancy Expenses	$0
Other Operating Expenses	$100
Capital Expenditures	$0
Indirect Cost	$0
Total	**$5,160**

Senior Farmer's Market Nutrition Program Services
Effective 3/1/12

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC SFMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

LINE ITEM BUDGET TRANSFERS

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3439 **Consent Agenda Item** **5. F.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Malissa Buzan, Director		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	10/1/2014-6/30/2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Amendment No. 1 to the 2014-2015 Independent Contractor Agreement, Contract No. 01142015.

Background Information

The Gila County Board of Supervisors approved the Independent Contractor Agreement 2015 Utility Assistance Program Contract No. 1142015 on February 17, 2015.

Evaluation

The purpose of this amendment is to allocate additional Southwest Gas Energy Share (SWG EShare) funds in the amount of $3,568.50 for Direct Services and $396.50 for Program Delivery in order to provide additional assistance for eligible households.
It will also extend the current 2014-2015 contract to June 30, 2016.

Conclusion

By the Board of Supervisors approving this amendment, the Community Action Program (CAP) will receive additional funding to provide utility assistance to eligible households. It will also extend the current 2014-2015 contract to June 30, 2016.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 1 to Contract No. 01142015 between the Arizona Community Action Association and Gila County Community Services Division which provides a total of $3,965 of additional Southwest Gas Energy Share funds and extends the contract date to June 30, 2016.

Attachments

Amendment No. 1 to Contract No. 01142015

Contract No. 01142015

Arizona Community Action Association

Amendment No. One (1) to the 2014-2015
Independent Contractor Agreement

The Independent Contract Agreement dated October 1, 2014, between Arizona Community Action Association (ACAA) and **Gila County Community Services** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To allocate additional Southwest Gas Energy Share (referred to as SWG EShare) funds in the amount of **$3,568.50** for Direct Services and **$396.50** for Program Delivery in order to provide additional assistance to eligible households.
2. To extend the current 2014-2015 contract to June 30, 2016.
3. Include A.R.S. § 38-511.
4. Include A.R.S. § 41-4401.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

SWG Energy Share Program: Provide an additional **$3,568.50** in Direct Service and **$396.50** in Program Delivery . The total amount of additional SWG EShare funding is **$3,965.00**.

Section 16. Cancellation:

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

Section 17. Immigration Law Compliance Warranty:

As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the

employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
Gila County Board of Supervisors

By:_____

Name:_____

Title:_____

Date:_____

Approved as to Form:

By:_____

Name:_____

Title:_____

Date:_____

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,

an Arizona nonprofit corporation

By:_____

Name: Cynthia Zwick

Title: Executive Director

Date:_____

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

FEB 2 3 2015

INDEPENDENT CONTRACTOR AGREEMENT
2015 Utility Assistance Programs
Contract No. 01142015

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is $9,000.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. Services and Programs.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to administer the programs and Fund Sources listed ***Section 1.2***, including, as applicable, (i) conducting application intake services, (ii) making eligibility determinations, (iii) preparing and delivering required reports, (iv) conducting weatherization work, and repair and replacement work, and (v) distributing funds, and otherwise performing utility-related direct and indirect assistance services, in each case, strictly in accordance with the descriptions, requirements, agreements, conditions and specifications set forth in the respective Program Documents. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Program Documents Additional Information
SWG Energy SHARE Program	**$ 8,100**	**$ 900**	**$ 9,000**	Utility assistance for SWG customers	Program Documents: **Exhibit A:** SWG SHARE Program specifications and requirements Additional Information: Agency provides direct assistance to qualified SWG customers. Eligible assistance includes payment of natural gas bills (including past due amounts), late charges, deposits and reconnection fees, as well as repair and replacement of natural gas equipment.
Total:	**$ 8,100**	**$ 900**	**$ 9,000**		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

1.5 Conflicts. In the event of any conflict between this Agreement and the descriptions, requirements, agreements, conditions and/or specifications set forth in any of the Program Documents, the Program Documents shall control with respect to Contractor's administration of, and delivery of services with respect to, the corresponding program and Fund Source. The foregoing shall have no application with respect to the parties obligations under ***Section 3.6***.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on January **14, 2015** (the "Effective Date") and ending on **September 30, 2015**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by ***Section 4.*** ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.3 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.4 Request for Additional Funds and Advance Payments – Home Energy Assistance Fund. In the case of the Home Energy Assistance Fund,

(a) Contractor may submit in writing a request for additional funds to ACAA. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: i) there are adequate funds available; ii) agency is at an expenditure rate to ensure any additional funds will be expended; iii) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

(b) Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.5 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and

unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.6 Indemnification.

3.6.1 Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of (a) any breach of this Agreement by Contractor or Contractor's employees or agents, including any failure to render the services in strict compliance with the applicable Program Documents, or (b) the gross negligence or intentional misconduct of Contractor or Contractor's employees or agents.

3.6.2 ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the gross negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.7 Insurance.

3.7.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.7.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.7.3 Contractor shall provide coverage with endorsements and limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form

General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association, shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(b) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) $ 1,000,000

The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

(c) Worker's Compensation and Employers' Liability

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.7.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.7.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.7.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.7.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.7.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding. Contractor covenants and agrees that it will perform the services and administer the programs and Fund Sources listed in ***Section 1.2*** in strict compliance with the corresponding Program Documents, and that it will comply with all terms and conditions thereof, including without limitation, all requirements and obligations relating to indemnification, insurance, confidentiality, eligibility requirements, reporting and document retention. The "Program Documents" consist of the documents attached hereto as ***Exhibits A*** through ***B*** and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor. Contractor shall simultaneously notify ACAA and Southwest Gas (SWG) within twenty-four (24) hours of any detection or suspicion of the unauthorized acquisition, use of, or access to unredacted or unencrypted records, electronic files, media, databases or computerized data of ACAA and/or any of the Agencies, the SWG Energy Share Program or SWG customers that compromises, or is reasonably likely to compromise the security, confidentiality or integrity of the personal identifying information of SWG's customers. Contractor shall further assist in remedying any unauthorized access, use or disclosure, including without limitation, investigation of the circumstances of the disclosure, monitoring for further unauthorized access, and notification of the affected persons, if applicable. Contractor shall take reasonable steps to safeguard, secure and maintain the confidentiality of any and all SWG customer information in its possession, and to protect such information from unauthorized access, use or disclosure, utilizing the same degree of care it uses to protect its own confidential information and, in no event, less than a commercially reasonable degree of care.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed

to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection**. ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors**. Contractor may not assign or delegate Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. ACAA's consent to an assignment or delegation will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **[Omitted].**

13. **[Omitted].**

14. **[Omitted].**

15. **Counterparts; Facsimile**. This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR

Gila County Community Services

By: _____

Name: Michael A. Pastor

Title: Chairman, Board of Supervisor

Date: 2-17-2015

Approved as to Form:

By: _____

Name: Bryan B. Chambers

Title: Deputy County Attorney/Civil Bureau Chief

Date: 2-17-2015

Address:

_____

_____

_____

Arizona Community Action Association,
an Arizona nonprofit corporation

By: _____

Name: Cynthia Zwick

Title: Executive Director

Date: FEBRUARY 25, 2015

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Arizona Community Action Association

List of Attached Exhibits:

Exhibit A	SWG SHARE Program Specifications and Requirements
Exhibit B	Federal Poverty Income Guidelines effective July 1, 2014 – June 30, 2015

Exhibit A

SOUTHWEST GAS ENERGY SHARE PROGRAM SUMMARY

CAN PAY	Southwest Gas utility bills and/or emergency repairs to or replacement of certain natural gas equipment for income qualified customers in crisis situations.
MAXIMUM GRANT AMOUNT:	Maximum annual Energy Share assistance available for payment of natural gas bill is $400 (excluding assistance received through other programs). Payment may include current, past due amounts, late charges, deposits, reestablishment fees and/or other related costs or fees. Assistance may exceed the total amount currently owing on the account, with any resulting credits carried forward against future account charges. Security deposit payments will be made in the name of the customer of record. Maximum annual Energy Share assistance available for natural gas equipment or appliance repair or replacement is $2,000 (excluding assistance received through other programs). Replacement of natural gas equipment or appliances shall be limited to instances where repair costs exceed replacement costs, or when the equipment or appliance is found to be inoperable with repairs.
SERVICE CODES:	UTA /UDE
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Verified Southwest Gas account holder and/or household member. Households must be at or below 150% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified. For gas utility bill assistance, verified financial crisis or unexpected financial difficulty or hardship preventing payment of gas utility bill. For emergency repairs and/or replacement of eligible natural gas equipment or appliances, (1) a condition that endangers

the health and safety of household members; (2) proof of ownership of appliance or equipment.

CRISIS REASONS:

1. Loss or reduction in household income
2. Loss, reduction, or delay in receipt of public benefits or assistance to the household
3. Unexpected or unplanned expense causing lack of financial resources, including a required repair/replacement of eligible natural gas equipment or appliances

CLIENT FILE MUST CONTAIN:

1. Southwest Gas Customer household information, including, without limitation: name, address, phone number, Southwest Gas account number, number of persons in household, household income verification
2. Application for Benefits
3. Most recent Southwest Gas bill.
4. Income verification for the most recent 30 days including application date.
5. Documentation of financial difficulty, crisis, or hardship.
6. Amount of utility bill assistance awarded to customer household.
7. Amount of customer assistance disbursed for repair or replacement of natural gas equipment or appliances.
8. Client statement indicating in writing that repairs or replacements have been made and/or completed.

ASSISTANCE ALLOCATION:

At least ninety percent (90%) of your Direct Services allocation shall be designated for the payment of natural gas bills, including past due amounts, late charges, deposits, reestablishment fees and/or other related costs or fees.

Up to ten percent (10%) of your allocation shall be designated for payment of natural gas equipment or appliance repair or replacement of eligible natural gas appliances, such as gas water heaters, gas furnaces, gas cooking stoves and gas dryers.

Arizona Community Action Association
Home Energy Assistance Fund
Exhibit B - Federal Poverty Guidelines
FY2015 (July 1, 2014 - June 30, 2015)
Information based on the Federal Register published on January 24, 2014

	Household Size										
Percent of Poverty	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**For each additional member add:**
up to	$721	$971	$1,221	$1,473	$1,722	$1,972	$2,223	$2,473	$2,723	$2,973	
100%	**$973**	**$1,311**	**$1,649**	**$1,988**	**$2,326**	**$2,664**	**$3,003**	**$3,341**	**$3,679**	**$4,017**	**$338**
100% Annual	*$11,670*	*$15,730*	*$19,790*	*$23,850*	*$27,910*	*$31,970*	*$36,030*	*$40,090*	*$44,150*	*$48,210*	*$4,060*
up to	$1,218	$1,640	$2,062	$2,485	$2,908	$3,331	$3,754	$4,177	$4,600	$5,023	
150%	**$1,459**	**$1,966**	**$2,474**	**$2,981**	**$3,489**	**$3,996**	**$4,504**	**$5,011**	**$5,519**	**$6,027**	**$508**
150% Annual	*$17,505*	*$23,595*	*$29,685*	*$35,775*	*$41,865*	*$47,955*	*$54,045*	*$60,135*	*$66,225*	*$72,315*	*$6,090*
up to	$1,460	$1,967	$2,475	$2,982	$3,490	$3,997	$4,505	$5,012	$5,520	$6,028	
200%	**$1,945**	**$2,622**	**$3,298**	**$3,975**	**$4,652**	**$5,328**	**$6,005**	**$6,682**	**$7,359**	**$8,036**	**$677**
200% Annual	*$23,340*	*$31,460*	*$39,580*	*$47,700*	*$55,820*	*$63,940*	*$72,060*	*$80,180*	*$88,300*	*$96,420*	*$8,120*

updated 6/25/2014

ARF-3440 **Consent Agenda Item** **5. G.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Malissa Buzan, Director		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2015	Budgeted?:	Yes
Contract Dates Begin & End:	2013-2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Arizona Department of Housing Owner Occupied Housing Rehabilitation Contract No. 309-13 Closeout Report.

Background Information

On October 16, 2012, the Board of Supervisors approved Funding Agreement Arizona Department of Housing (ADOH) Owner Occupied Housing Rehabilitation (OOHR) Contract No. 309-13.

On March 17, 2015, the Board of Supervisors approved Amendment No. 1 to Funding Agreement ADOH OOHR Contract No. 309-13.

Evaluation

Funding received from ADOH OOHR Contract No. 309-13 enabled the Gila County Community Services Division, Housing Services to rehabilitate ten homes belonging to low income residents of Gila County. The closeout reports reflects that the amount expended on these homes was $388,400.58.

By the Gila County Board of Supervisors signing ADOH OOHR Contract No. 309-13 Closeout Report, it will enable Gila County Community Services Division, Housing Services to finalize the contractual obligations to the Arizona Department of Housing for said grant.

Conclusion

By the Board of Supervisors signing ADOH OOHR Contract No. 309-13 Closeout Report, all contractual requirements will be met regarding the finalization of said contract.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve Contract No. 309-13 Closeout Report.

Suggested Motion

Approval of a HOME Program Close-Out Report for Arizona Department of Housing Owner Occupied Housing Rehabilitation Contract No. 309-13 which will successfully end the contract and ensure that Gila County Housing Services has met all requirements of said contract.

Attachments

HOME Program Close-Out Report

Amendment 1 to Contract No. 309-13

Contract No. 309-13

State of Arizona
Department of Housing

HOME Program Close-Out Report

Part I. Recipient Information

RECIPIENT AGENCY:	5-DIGIT HOUSING CONTRACT NO.
Gila County Community Services	309-13
NAME OF PERSON COMPLETING FORM: Leitha Griffin	TELEPHONE NUMBER: 928-402-8697
ADDRESS: 5515 S Apache Ave. Suite 200	FAX NUMBER: 928-425-9246
CITY/STATE/ZIP: Globe, AZ 85501	TYPE OF HOME-FUNDED ACTIVITY: OOHR

Part II. Program Income (if applicable)

1. Balance on hand at beginning of Contract Period	2. Total amount received during contract period	3. Total amount expended during contract period	4. Balance on hand at end of contract period (1+2-3=4)
N/A			

Part III. Owners of Rental Property (if applicable)

In the table below, indicate the number of HOME assisted rental property owners by ethnicity and dollar value of HOME assisted rental properties.

		Ethnicity of Property Owners				
	a. Total number of property owners	b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
1. Number N/A						
2. Dollar Value of HOME assisted property	$	$	$	$	$	$

Part IV. Relocation and Real Property Acquisition (if applicable)

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired and the cost of acquisition or relocation.

	a. Number	b. Cost
1. Parcels Acquired N/A		$
2. Businesses Displaced		$
3. Non-profit Organizations Displaced		$
4. Persons Temporarily Relocated, not Displaced		$

		Ethnicity of Displaced Persons				
PERSONS DISPLACED	a. Total number of displaced persons	b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
1. Number N/A						
2. Cost	$	$	$	$	$	$

Reporting requirements: All recipients of State HOME funds are required to provide a Close-Out Report at the completion of their HOME-funded program. Reports should be filed as soon as possible after project completion. Reports will be considered past-due if not filed within 30 days of the expiration of the funding agreement. Please mail one copy of this form to your HOME Program Specialist at: the Arizona Department of Housing, 3800 North Central Avenue, Suite 1200, Phoenix, Arizona 85012.

PART VI. Previously Unreported Match

Please list here, any match previously unreported to Housing. Match which was included on your HOME Itemized Back Up Statements SHOULD NOT BE INCLUDED in this report:

Source of Match N/A	Date of Contribution MO/DATE/YR	Last 5 digits of the Project Number	Cash (non-federal sources)	Foregone taxes, fees, charges	Appraised land/real property	Required infrastructure	Site prep, construction materials, donated labor	Bond financing	TOTAL MATCH
TOTALS:			$	$	$	$	$	$	$

Conditional Certification and Status of Funds Report

(To be completed by Recipients who do not yet have a completed audit for the last year in which HOME funds were received.)

Unpaid Costs and Unsettled Third Party Claims

1. Are there any unpaid costs or unsettled third-party claims against this HOME grant? Yes ☐ No ☒

   If yes, describe the circumstances and amount involved on a separate sheet and attach.

2. Date of next organization-wide audit November 30, 2015.

Certification

It is hereby certified that all activities undertaken with funds provided under Housing Contract No. 309-13 have been carried out in accordance with said contract, and that:

A. Proper provision has been made by the Recipient Agency for payment of all unpaid costs and unsettled third party claims identified above; the Recipient has complied with all applicable labor standards and there are, to the Recipient's knowledge, no outstanding labor claims;
B. The statements and information contained in this Close-Out Report are true and correct as of this date;
C. All records related to contract activities are available on request and will be kept by the Recipient Agency for five years after the final Housing approval date, and consistent with the requirements set out in 24 CFR 85.42 and 24 CFR 92.508 and A.R.S. 35-214.
D. A final audit has been conducted in accordance with HOME program requirements and all findings, if any, have been resolved;
E. The status of funds, as identified below, represent the amounts identified in the audit as the correct total HOME and State Housing Trust Fund expenditures for the program;
F. It is hereby acknowledged that any remaining unexpended balance of funds from the HOME and/or Housing Trust Fund program under this contract will be recovered by Housing;
G. If Program Income has been approved for retention, it will be managed and expended according to the adopted program income plan attached to this report and all applicable requirements set out in 24 CFR Part 92 and specified in the contract shall be met;
H. Any real property acquired in whole or in part with HOME funds during the term of the program will be managed and disposed of, if necessary, in accordance with applicable provisions as stated in 24 CFR 85.31; and
I. Any costs disallowed by subsequent audits shall be remitted to Housing within 60 days of the date of determination by the state.

2. Status of Funds

HOME and Housing Trust Funds

Source	(a) Total Amount as Stated in Contract	(b) Total Funds Received From Housing	Balance (a minus b). This is the amount which will be reclaimed by the state and returned to the pool of available funds.
A. HOME funds	$400,000.	$388,400.58	$11,599.42
B. Housing Trust Funds	$40,000.	$40,000.	$0.00
			TOTAL: $11,599.42

Other project funds

Source of Match or Leverage (specify)	Amount Committed	Amount Expended	Amount Unexpended
CDBG	$117,665.50	$117,665.50	$0.00
URRD	$14,000.00	$14,000.00	$0.00
LHP	$18,547.50	$18,547.50	$0.00
DOE	$6,745.00	$6,745.00	$0.00
APS	$25,925.55	$25,925.50	$0.00

Recipient's Signature

Date

Michael A. Pastor

Printed/Typed Name

Gila County Board of Supervisor, Chairman

Title

Signature

Date

Jefferson R. Dalton

Printed/Typed Name of Gila county Legal Representative

Deputy Gila County Attorney Civil Bureau Chief

Title

Part IV. Housing Applicant/Beneficiary Statement

Contract #: **Grantee:**

IDIS #	Name	Address, Zip Code +4	* Lead Paint	Amount Expended ($)	After Rehab Value ($)	Completion Date (mm/dd/yy)	# Bedrooms	Persons in HH (#)	Gross Monthly Income ($)	*HH% of Area Median Income	* Race of HH	*Hispanic (Y/N)	* HH Type	* Head of HH	*Disabled (Y/N)
5639	Aranda	755 Canyon Drive, 85135	1a	$19,098.26	$65,701.00	08/31/15	2	1	$1,409.07	2	11	Y	2	F	N
5657	Clark	8161 W. Gunsight Ridge, 85541	1a	$11,851.18	$142,000.00	08/31/15	3	6	$1,778.50	2	11	N	4	F	N
5668	Estevane	247 Cuprite Street, 85501	1a	$65,178.75	$85,000.00	08/31/15	3	3	$2,043.08	3	11	Y	1	F	N
5638	Gonzales	533 San Pedro Ave., 85135	1a	$8,017.29	$143,000.00	08/31/15	2	1	$1,212.75	2	11	Y	2	F	Y
5429	Holmes	5687 E. Globe Canyon Road, 85501	1a	$34,892.22	$84,915.94	08/31/15	4	4	$2,967.60	4	11	N	3	F	N
5571	Pearce	5846 E. Scott Ave., 85501	1a	$60,677.96	$45,595.00	08/31/15	2	1	$2,157.49	4	11	N	2	F	Y
5392	Police	613 W. Summit Street, 85541	1a	$48,078.06	$98,271.25	08/31/15	2	1	$1,321.00	1	11	N	1	M	Y
5935	Smith	301 S. Ellwood Ave., 85539	1a	$42,324.67	$61,065.00	08/31/15	3	2	$2,496.90	4	11	N	2	F	Y
5530	Torres	1163 Frederick Street, 85539	1a	$50,472.03	$130,000.00	08/31/15	2	2	$1,386.80	2	11	Y	2	F	Y
5393	Trujillo	5594 McKinney Ave., 85501	1a	$47,810.16	$97,953.24	08/31/15	3	2	$0.00	1	11	Y	3	F	N

Total # of Units Set Up:	10
Units Completed:	10
of HTF/HOME Funds	$388,400.58
Total # of Units:	10

*** Demographic Codes**

Lead Paint?	HH % of Area Median Income	Race of HH	Hispanic?	HH Type (Select ALL that apply)	Head of Household	Disabled?
1 – Housing constructed before 1978 a. Lead Safe Work Practices b. Interim Controls c. Abatement **2** – EXEMPT Housing constructed 1978 or later **3** – Otherwise exempt	**1-** 0 to 30% **2-** 31 to 50% **3-** 51 to 60% **4-** 61 to 80%	**11-** White **12-** Black/African American **13-** Asian **14-** American Indian or Alaskan Native **15-** Native Hawaiian or other Pacific Islander **16-** American Indian or Alaskan Native & White **17-** Asian & White **18-** African American & White **19-** American Indian or Alaskan Native & Black **20-** Other Multi-racial	Y – Yes N – No	**1-** Single, Non-Elderly **2-** Elderly (62+) **3-** Single Parent **4-** Two parent **5-** Other (e.g 2 unmarried adults)	**M** – Male **F** - Female	**Y** – Yes **N** – No

FOR HOUSING TRUST FUND PROGRAM USE ONLY: On Site Monitoring Performed: **Yes** __ Date: _____ **No** __

Contract Closed __ Date: _____ **ADOH Signature** _____ Date: _____

Contract No.: 309-13
Termination Date: 7-15-2015
Amendment No. 1

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
and
Gila County

This **Agreement**, is made and entered into by and between the **Arizona Department of Housing (ADOH)**, and *Gila County* **(Recipient)**.

RECITALS

1) **ADOH** and **Recipient** have entered into a Contract, stipulating to an award through the State Housing Fund Program or Community Development Block Grant Programs by **ADOH** to **Recipient** for the purpose as outlined in the above referenced Funding Agreement; and

2) A revision to said Agreement is necessary, and;

3) **ADOH** and **Recipient** agree that the revision is in the best interest of all parties, including beneficiary low-income households; **ADOH** and **Recipient** hereby agree to amend the subject agreement as follows:

AGREEMENT

ADOH will extend the termination date of contract #309-13 to July 15, 2015.

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

B	**Performance Report/Schedule of Completion**
C	**Budget**
D	**Request for Payment Form**

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, **ADOH** and **Recipient** have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,
DEPARTMENT OF HOUSING

BY: _____ BY: _____
Michael Trailor Michael A. Pastor
TITLE: Director TITLE: Chairman, Board of Supervisors

DATE: 4.2.15 DATE: 3-17-2015

Manager's Approval: _____

Arizona Department of Housing

HOME

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	Gila County	Date	
Contract No	309-13 Contract Period: from 5/21/2013 to 7/15/2015	Revision #	1
Activity	OOHR	Jan April	July October
Recipient Address	5515 S. Apache Ave., Suite #200	Project City	Globe
Contact Person	Malissa Buzan	Zip Code	85501-4430
Phone	928-425-7631 Email mbuzan@co.gila.az.us	Fax	928-425-9468
Program Specialist	LaJerald Jackson Email lajerald.jackson@azhousing.g	Project County	Gila

Indicate adherence to contract or schedule changes. Due by the 15th of January, April, July, October

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Environmental Review Clearance	8/5/2013	Yes	
Contract Execution	5/7/2013	Yes	
Completion of 2 units	9/15/2013	Yes	
Completion of 5 units	12/10/2014	Yes	
Completion of 9 units, Project complete.	7/15/2015		
Project Contract Close Out	9/15/2015		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A., B., C. & D.

A. # of units 100% completed?	5
B. # of units under construction?	3
C. # of units out to bid	1
D. # of HHLD income qualified?	12

Michael A. Pastor

3-17-2015

Recipient Authorized Signature Date

Michael A. Pastor, Chairman, Board of Supervisors

ARIZONA DEPARTMENT OF HOUSING

HOME/State Housing Fund

Attachment C

Budget

Recipient	Gila County			Date	
Contract No	309-13 Contract Period: from 5/21/2013 to 7/15/2015			Revision No.	1
Activity	OOHR				
Recipient Address	5515 S. Apache Ave., Suite #200			Project City	Globe
Contact Person	Malissa Buzan			Zip Code	85501-4430
Phone	928-425-7631	Email	mbuzan@co.gila.az.us	Fax	928-425-9468
Program Specialist	LaJerald Jackson	Email	lajerald.jackson@azhousing.gov	Project County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HTF 2013	HOME 2012	Source Program Year	Source Program Year	Source Program Year	Source Program Year
1- Admin	$ 40,000.00					
2- OOHR		$400,000.00				
Total	$40,000.00	$400,000.00				

ARIZONA DEPARTMENT OF HOUSING

State Housing Fund - HOME

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County	Date	
Contract No	309-13 Contract Period: from 5/21/2013 to 7/15/2015	Pay Req. No/Mo	
Activity	Owner Occupied Housing Rehab	Direct Wire Dep	Yes No
Recipient Address	5515 S Apache Avenue, Suite 200	City	Globe
Contact Person	Malissa Buzan	ZIP	85501
Phone	928-425-7631 Email mbuzan@co.gila.az.us	Fax	
Program Specialist	LaJerald Jackson Email lajerald.jackson@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Actual receipts, invoices, bank statements or copies of such items should be included. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	HTF FY2013	HOME FY2012	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Administration	NA	$40,000.00			40,000.00		$40,000.00
OOHR			$400,000.00				
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.0
			Balance to be set up				
Total Page 1		$40,000.00	$400,000.00	$0.00	$40,000.00	$0.00	$40,000.00
Total Page 1 + Additional			$400,000.00	$0.00	$40,000.00	$0.00	$40,000.00
						Contract Balance*	$440,000.00
						*(HTF+Tot Award HOME) - (Tot Amt Req to Date+Amt this Req)	

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval			Date	ADOH Program Manager Approval	Date

State Housing Fund - HOME, Housing Trust Fund

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET

Recipient: Gila County

Date:

Contract No: 309-13

Budget Line Item or Activity No.	IDIS Act No.	Setup/HOME/HTF $	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Balance to be set up from Page 1		$400,000.00				
		$0.00		$0.00		$0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		0.00		0.00		0.00
		Balance to be Set-Up				
Totals will be added to page 1		$400,000.00	$0.00	$0.00	$0.00	$0.00
					Contract Balance	$440,000.00

ARIZONA DEPARTMENT OF HOUSING

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	Gila County	Date	
Contract No	309-13	Contract Period: from 5/21/2013 to 7/15/2015	Pay Req. No/Mo

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable)	Date Paid	Check #	Amount of Request Column c or d	Balance paid by other source	Name of other source
Totals							

AGREEMENT NO. 309-13
TERMINATION DATE APRIL 15, 2015

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GILA COUNTY
FOR
OWNER OCCUPIED HOUSING REHABILITATION

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")

☒ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")

☒ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")

☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")

☐ Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")

☐ Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")

☐ Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing)("NSP").

and

GILA COUNTY
(Entity)

An Arizona County **("Recipient")** DUNS # 02407139, located at

5515 S Apache Avenue, Suite 200
Street
Globe, AZ 85501
City State Zip

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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☒ A Scope of Work
☒ B Performance Report/Schedule of Completion
☒ C Budget
☒ D Request for Payment Form
☒ E Special Conditions of the Agreement
☒ F Certification and Other Requirements Relating to Title I or Title II Assistance
☒ G Authorizing Resolution(s)

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $ $440,000.00in the following type of funds to Recipient in accordance with this Agreement.

☐ **CDBG,** CFDA # 14.228
Federal Fiscal Year _____
$_____

☒ **HOME,** CFDA # 14.239
Federal Fiscal Year 2012
$ $400,000.00

☒ **HTF**
State Fiscal Year 2013
$ $40,000.00

☐ **HOPWA,** CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **SHP,** CFDA # 14.235
Federal Fiscal Year _____
$_____

☐ **SPC,** CFDA # 14.238
Federal Fiscal Year _____
$_____

☐ **NSP,** CFDA #
Federal Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C.** ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless

Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until APRIL 15, 2015 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) ***Certification and Other Requirements Relating to Title I Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan;*** (4) ***ADOH ERR Handbook;*** (5) ***ADOH Labor Standards Handbook*** (6) ***CDBG Application Handbook;*** (7) ***CDBG Grant Administration Handbook;*** and (8) ***CDBG Procurement, Contracts and Acquisition Handbook*** (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☒ **HOME** funds require adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) ***Certification and Other Requirements Relating to Title II Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan;*** (4) ***ADOH ERR Handbook;*** (5) ***ADOH Labor Standards Handbook*** (6) the ***State Housing Fund Program Summary and Application Guide*** and any revisions thereto.

☒ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the ***State Housing Fund Program Summary and Application Guide*** as revised.

☐ **Special Needs Housing "homeless" funding from SPC** requires adherence to 24 CFR Part 582 as revised.

☐ **Special Needs Housing "homeless" funding from SHP requires** adherence to 24

CFR Part 583 as revised.

☐ **Special Needs Housing "homeless" funding from HOPWA requires** adherence to 24 CFR Part 574 as revised.

☐ **Neighborhood Stabilization Program, NSP,** requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A.**

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work.*

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 **Performance Report.** Recipient agrees to submit the ADOH *Performance*

Report respective of the funding source indicated below and attached as Attachment B.

☐ **RENTAL Projects funded with HOME or HTF.** Recipient must submit a ~~*Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly~~ Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a *Quarterly Progress Report* attached hereto as **Attachment B.** The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4.** Recipient shall submit one (1) ***HUD Annual Progress Report (APR) document No. 40118,*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).

☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) ***HUD Annual Progress Report (APR) document No. 40110-C*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

☐ **HTF "Eviction Prevention / Emergency Housing/EPEH" funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4.** Recipient shall submit monthly payment requests accompanied by ADOH generated ***Monthly Report*** attached hereto as **Attachment B** and a bi-annual program narrative report.

☐ **NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A, B & D.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the ***Scope of Work*** in accordance with the ***Schedule of Completion*** hereby incorporated into this Agreement and described in **Attachment B.**
Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **RENTAL Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Bimonthly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Quarterly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C.** Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☒ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

(a) Additional funding sources are added to the project which require a

project to be re-underwritten to determine gap;

(b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to

meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the ***Budget*** in **Attachment C.** Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal

documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH ***Request for Payment*** form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term

lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient, and Interest to ADOH within 30 days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within 30 days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the ***Scope of Work* (Attachment A)** without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the ***Scope of Work*** for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the ***Scope of Work;*** and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the ***Scope of Work*** **(Attachment A)** and the ***Schedule of Completion*** **(Attachment B)** or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment, however, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration

of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 **Real Property Acquired or Improved with HOME Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 **Real Property Acquired or Improved With State Housing Trust Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance

of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the ***Scope of Work*** **(Attachment A)** or fails to expend any funds in accordance with the ***Budget*** **(Attachment C)** within one hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A, Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this

Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6**, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;

(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;

(e) Recapture funds and terminate contract;

(f) Withhold future ADOH grant awards from all sources; or

(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's

Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with

A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination

requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and 35-393.06, Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meaning set forth in A.R.S. §§ 35-391 and/or 35-393, as applicable. If the State of Arizona or the ADOH determines that Recipient submitted a false certification, ADOH may impose remedies as provided by law including cancellation or termination of this Agreement.

Section 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who

works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its Subcontractors, at Recipient's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such

policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 44. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, SHP, SPC, and NSP programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 45. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GILA COUNTY
Entity
HOUSING SERVICES MANAGER
Attention (if applicable)
5515 S. APACHE AVENUE, SUITE 200
Mailing Address
GLOBE, AZ 85501
City State Zip

Section 46. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 47. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 48. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

BY: _____

Michael Trailor
Director

DATE: _____

GILA COUNTY, RECIPIENT

BY: _____

Michael Pastor
TITLE: Chairman, Board of Supervisors

DATE: _____

_____
Bryan Chambers
TITLE: Deputy Attorney Principal

DATE: _____

ATTACHMENT A
SCOPE OF WORK

The State Housing Fund award will be comprised of HOME and *State Housing Trust Funds* and will allow Gila County (recipient) to provide Owner Occupied Housing Rehabilitation to approximately 8 owner-occupied housing units within Gila County. Assistance will be provided to the beneficiaries in the form of a forgivable deferred payment loan with a maximum investment per unit of $50,000.

This contract award is contingent upon:

A. Assistance is reserved for the following incomes:
   a. 25% (2 households) at or below 50% of area median income;
   b. 50% (4 households) at or below 60% of area median income; and
   c. 25% (2 households) at or below 80% of area median income.

B. The program will serve the following priority populations:
   a. 25% (2 households) with a physically disabled family member;
   b. 25% (2 households) elderly (62 years of age and older); and
   c. 50% (4 households) families with children under age 18.

C. All owner occupied housing rehab activities must meet local code and the State rehabilitation guidelines.

D. Maximum HOME investment per unit is $55,000 and will include project specific administration for the unit.

E. All Manufactured housing units must meet the following:
   a. Placed on a permanent foundation (requires certification) and is connected to permanent utility hook-ups;
   b. Is located on land that his held in fee-simple title, or long-term ground lease with a term of at least 99 years (50yrs for tribal land); and
   c. Meets the construction standards of 24 CFR 3280 if manufactured after June 15, 1976, or, meets applicable local and/or state codes if manufactured prior to June 15, 1976.

F. Manufactured housing units must be permanently affixed to land owned by household and not in a leased mobile park.

G. Satisfactory ERR and SHPO requirements completed prior to any construction activity or any expenditure of funds.

Assistance will be provided to the beneficiaries in the form of a 0% deferred forgivable loan with the following recapture periods per section 6.11.1.3 of the State Program Summary and Application Guide:

Amount of State Funds Invested per Unit	Recapture Period
Under $15,000	5 Years
$15,000 to $40,000	10 Years
Over $40,000	15 Years

Project Funds

The State has reserved $400,000 from State Housing Fund HOME dollars for project funding. Approved uses include: direct construction, lead paint inspection/clearance, title and recording fees, BPI testing, temporary relocation expenses if attributable to an individual unit, and project specific administration.

Administrative Funds

The State has reserved $40,000 from the Housing Trust Fund for general administration. Approved uses include: salaries, wages and ERE for positions identified in the application, professional services, travel, general office supplies, equipment maintenance and repair, rent and operating services.

HOUSING PERFORMANCE REPORT ATTACHMENT B

Recipient: Gila County Report Period Year_____

Contract # 309-13 ☐October ☐January ☐April ☐July

APPLICANT/BENEFICIARY DATA

☐Homeownership Activity
Homeownership activities are deemed completed when the mortgage closing has taken place. Homeownership counseling activities are deemed complete when the persons have completed all required counseling sessions.

☐Housing - New Construction Activity
New construction activities are deemed completed when construction is complete, final payment has been issued to all contractors and a certificate of occupancy has been issued.

☐Rehabilitation Activity *(including wells/septic installations for individual households; replacement of manufactured homes (mobile homes); private sewer/water hookups and meters)*
Housing rehabilitation activities are deemed complete when the rehabilitation of the unit is complete, the release of liens is signed and final payments have been issued to all contractors.

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL NUMBER OF ELIGIBLE APPLICANTS **		TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING***	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC
WHITE						
BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

** Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

***Benefiting A household/person that meets the eligibility requirements of the program *and* has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

NARRATIVE

PART I.

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Housing activities, number of applications received, being processed and awarded; projects out to bid; under construction; status of loan portfolio; closings scheduled; persons on wailing list; etc.

PART II.

A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.
B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.
C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print)_____

Signature_____ Date_____

Phone_____ email_____

Part III. Financial Activity & Demographic Information

Contract #:

IDIS #	Name	Address, Zip Code +4	* Lead Abate?	Amount Expended ($)	After Rehab Value ($)	Project Completion Date (mm/dd/yy)	# of Bedrooms	Gross Monthly Income ($)	* HH% of Area Median Income	* Race of HH	Persons in HH (#)	* Head of Household	* HH Type	Hispanic (Y/N)

Total # of Units Set Up	NA
Total # of Units Completed	NA
Total Amount of HTF/ HOME Funds Expended	$0.00
Total # of Units	

* Demographic Codes

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian	1- Single, Non-Elderly	1- 0 to 30%	M - Male	Y - Yes
14- American Indian or Alaskan Native	2- Elderly (62+)	2- 31 to 50%	F - Female	N - No
15- Native Hawaiian or other Pacific Islander	3- Single Parent	3- 51 to 60%		
16- American Indian or Alaskan Native & White	4- Two parent	4- 61 to 80%		
17- Asian & White 18- African American & White	5- Not Related			
19- American Indian or Alaskan Native & Black	6- Female Head of House			
20- Other Multi-racial	7- Disabled			

FOR HOUSING TRUST FUND PROGRAM USE ONLY: On Site M

Contract Closed Date ADOH Signatur

* Demographic Codes

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian	1- Single, Non-Elderly	1- 0 to 30%	M - Male	Y - Yes
14- American Indian or Alaskan Native	2- Elderly (62+)	2- 31 to 50%	F - Female	N - No
15- Native Hawaiian or other Pacific Islander	3- Single Parent	3- 51 to 60%		
16- American Indian or Alaskan Native & White	4- Two parent	4- 61 to 80%		
17- Asian & White 18- African American & White	5- Not Related			
19- American Indian or Alaskan Native & Black	6- Female Head of House			
20- Other Multi-racial	7- Disabled			

2.18. Program Timeline:

Projected start date 03/01/2013 **Projected completion date** 06/30/2015
(Approximately 120 days after the date the of the application deadline)

Applicants must provide a schedule for the Program that lists expected completion dates ("Contract Date") for the major program activities. Units can be shown as a group or listed individually in the Program Schedule (i.e. "Unit 1 – 3" or "Unit 1", "Unit 2" etc.) If the applicant receives an award, this program schedule will become an attachment to the Funding Agreement. Columns 2 and 3 of the schedule would then become fill-able.

Program Schedule			
Major Program activities:	Contract Date (expected completion)	Complete Yes/No	Modification Date
	Include additional copy of this chart if more room needed.		
Execute Contract	5/7/13		
Unit # 1 Project Scope out to Bid	8/15/13		
Unit # 1 ERR Appendix A & Initial Project Set-up to ADOH	8/25/13		
Unit # 1 Contractor Selection	10/25/13		
Unit # 1 Rehab construction	11/5/13		
Unit # 1 Final inspection	2/15/14		
Unit # 1 Rehab Loan Closing	3/5/14		
Unit # 1 Individual Project Close out	4/5/14		
Unit # 2 Project Scope out to Bid	8/15/13		
Unit # 2 ERR Appendix A & Initial Project Set-up to ADOH	8/25/13		
Unit # 2 Contractor Selection	10/25/13		
Unit # 2 Rehab construction	11/5/13		
Unit # 2 Final inspection	2/15/14		
Unit # 2 Rehab Loan Closing	3/5/14		
Unit # 2 Individual Project Close out	4/5/14		
Unit # 3 Project Scope out to Bid	8/15/13		
Unit # 3 ERR Appendix A & Initial Project Set-up to ADOH	8/25/13		
Unit # 3 Contractor Selection	10/25/13		
Unit # 3 Rehab construction	11/5/13		
Unit # 3 Final inspection	2/15/14		
Unit # 3 Rehab Loan Closing	3/5/14		
Unit # 3 Individual Project Close out	4/5/14		
Contract Close out	6/1/15		

2.18. Program Timeline:

Projected start date 03/01/2013 **Projected completion date** 06/30/2015
(Approximately 120 days after the date the of the application deadline)

Applicants must provide a schedule for the Program that lists expected completion dates ("Contract Date") for the major program activities. Units can be shown as a group or listed individually in the Program Schedule (i.e. "Unit 1 – 3" or "Unit 1", "Unit 2" etc.) If the applicant receives an award, this program schedule will become an attachment to the Funding Agreement. Columns 2 and 3 of the schedule would then become fill-able.

Program Schedule			
Major Program activities:	**Contract Date** (expected completion)	**Complete Yes/No**	**Modification Date**
	Include additional copy of this chart if more room needed.		
Execute Contract	5/7/13		
Unit # 4 Project Scope out to Bid	9/1/13		
Unit # 4 ERR Appendix A & Initial Project Set-up to ADOH	9/15/13		
Unit # 4 Contractor Selection	11/7/13		
Unit # 4 Rehab construction	11/28/13		
Unit # 4 Final inspection	2/28/14		
Unit # 4 Rehab Loan Closing	3/21/14		
Unit # 4 Individual Project Close out	4/21/14		
Unit # 5 Project Scope out to Bid	9/1/13		
Unit # 5 ERR Appendix A & Initial Project Set-up to ADOH	9/15/13		
Unit # 5 Contractor Selection	11/7/13		
Unit # 11-25 Rehab construction	11/28/13		
Unit # 5 Final inspection	2/28/14		
Unit # 5 Rehab Loan Closing	3/21/14		
Unit # 5 Individual Project Close out	4/21/14		
Unit # 6 Project Scope out to Bid	9/1/13		
Unit # 6 ERR Appendix A & Initial Project Set-up to ADOH	9/15/13		
Unit # 6 Contractor Selection	11/7/13		
Unit # 6 Rehab construction	11/28/13		
Unit # 6 Final inspection	2/28/14		
Unit # 6 Rehab Loan Closing	3/21/14		
Unit # 6 Individual Project Close out	4/21/14		
Contract Close out	6/1/15		

2.18. Program Timeline:

Projected start date 03/01/2013 **Projected completion date** 06/30/2015
(Approximately 120 days after the date the of the application deadline)

Applicants must provide a schedule for the Program that lists expected completion dates ("Contract Date") for the major program activities. Units can be shown as a group or listed individually in the Program Schedule (i.e. "Unit 1 – 3" or "Unit 1", "Unit 2" etc.) If the applicant receives an award, this program schedule will become an attachment to the Funding Agreement. Columns 2 and 3 of the schedule would then become fill-able.

Program Schedule			
Major Program activities:	**Contract Date** (expected completion)	**Complete Yes/No**	**Modification Date**
	Include additional copy of this chart if more room needed.		
Execute Contract	5/7/13		
Unit # 7 Project Scope out to Bid	4/1/14		
Unit # 7 ERR Appendix A & Initial Project Set-up to ADOH	4/15/14		
Unit # 7 Contractor Selection	6/7/14		
Unit # 7 Rehab construction	6/21/14		
Unit # 7 Final inspection	9/21/14		
Unit # 7 Rehab Loan Closing	10/14/14		
Unit # 7 Individual Project Close out	11/14/14		
Unit # 8 Project Scope out to Bid	4/1/14		
Unit # 8 ERR Appendix A & Initial Project Set-up to ADOH	4/15/14		
Unit # 8 Contractor Selection	6/7/14		
Unit # 8 Rehab construction	6/21/14		
Unit # 8 Final inspection	9/21/14		
Unit # 8 Rehab Loan Closing	10/14/14		
Unit # 8 Individual Project Close out	11/14/14		
Unit # _____ Project Scope out to Bid			
Unit # _____ ERR Appendix A & Initial Project Set-up to ADOH			
Unit # _____ Contractor Selection			
Unit # _____ Rehab construction			
Unit # _____ Final inspection			
Unit # _____ Rehab Loan Closing			
Unit # _____ Individual Project Close out			
Contract Close out	6/1/15		

ARIZONA DEPARTMENT OF HOUSING

Fill In: HOME/State Housing Fund

Attachment C

Budget

Recipient	Gila County			Date	May-13
Contract No./File No.	309-13 Contract Period: from April 15, 2013 to April 15, 2015			Revision No.	original
Activity	OOHR				
Recipient Address	5515 S Apache Avenue, Suite 200			City	Globe
Contact Person	Malissa Buzan			Zip Code	85501
Phone	928-425-7631	Email	mbuzan@co.gila.az.us	Fax	
Program Specialist	Noel Schaus	Email	noel.schaus@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HTF 2013	HOME 2012	Source Program Year	Source Program Year	Source Program Year	Source Program Year
1- Admin	$ 40,000.00					
2- OOHR		$400,000.00				
Total	$40,000.00	$400,000.00				

ARIZONA DEPARTMENT OF HOUSING

State Housing Fund - HOME

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County	Date	
Contract No	309-13 Contract Period: from April 15, 2013 to April 15, 2015	Pay Req. No/Mo	
Activity	Owner Occupied Housing Rehab	Direct Wire Dep	Yes No
Recipient Address	5515 S Apache Avenue, Suite 200	City	Globe
Contact Person	Malissa Buzan	ZIP	85501
Phone	928-425-7631 Email mbuzan@co.gila.az.us	Fax	
Program Specialist	Noel Schaus Email noel.schaus@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Actual receipts, invoices, bank statements or copies of such items should not be included unless requested. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	HTF FY2013	HOME FY2012	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Administration	NA	$40,000.00			40,000.00		$40,000.00
OOHR			$400,000.00				
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			Balance to be set up				
Total Page 1		$40,000.00	$400,000.00	$0.00	$40,000.00	$0.00	$40,000.00
Total Page 1 + Additional			$400,000.00	$0.00	$40,000.00	$0.00	$40,000.00
						Contract Balance*	$440,000.00
						*(HTF+Tot Award HOME) - (Tot Amt Req to Date+Amt this Req)	

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval			Date	ADOH Program Manager Approval	Date

ARIZONA DEPARTMENT OF HOUSING

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	Gila County		Date	
Contract No	309-13	Contract Period: from April 15, 2013 to April 15, 2015	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable)	Date Paid	Check #	Amount of Request Column c or d	Balance paid by other source	Name of other source
Totals							

ATTACHMENT E

SPECIAL CONDITIONS

Contract # 309-13

1. Gila County *must* complete a new Environmental Review and receive a new E-13 Authority to Use Grant Funds from ADOH prior to committing funds for any housing rehabilitation projects in this contract.

2. Prior to requesting any funds, Gila County must provide a copy of the Board Resolution approving the most recent revisions of the HRGs.

3. E-HR2 - Appendix A must be completed and sent to ADOH for each rehabilitation project.

4. STATE HOUSING FUND APPLICANT AFFIDAVIT, RELEASE AND CERTIFICATION FORM

The undersigned Applicant hereby applies to the Arizona Department of Housing, its successors and assigns (the "Department"), for a commitment of State Housing Funds. The *undersigned is responsible for ensuring that the program will assist only qualified low income housing* as described in the application, and will *satisfy all applicable State and Federal requirements in the rehabilitation* or construction to receive a commitment of State Housing Funds. The Applicant represents and certifies that the *application has not requested more State Housing Funds than is necessary* to provide the assistance described in this application. In planning this project or program, the Applicant certifies that it has provided for and will continue to encourage the participation of citizens, particularly persons of low income who are residents of areas in which the State Housing Funds are proposed to be used.

The Applicant understands that the Department will determine the eligibility of the project or program based, at least in part, on the information in and submitted with the application by the Applicant and the readiness of the program to proceed, as presented in the application. The Applicant is responsible for the accuracy of all information submitted. Misrepresentations, mistakes or omissions may be the basis for the cancellation of an award.

The Applicant understands and agrees that should the Department commit more funds than the State of Arizona is entitled to award in any given fiscal year (whether State or Federal), and funding is not available as awarded, the Department shall be held harmless by the Applicant, the Applicant's investors and anyone else relying upon the commitment.

The Applicant acknowledges and agrees that it will at all times cooperate with regard to request(s) for submittal of additional requests for information from the Department as necessary.

The Applicant acknowledges and agrees to fully comply and cooperate with all monitoring activity of the Department after the date of commitment. The Applicant will give the State, the U.S. Department of Housing and Urban Development, and any State authorized representative access to and the right to examine all records, books, papers, or documents related to the application and any resulting funding awards.

By executing this authorization and release, the Applicant does hereby authorize the Arizona Department of Housing, its successors and assigns, to obtain and furnish and release, to all proper institutions and/or agencies, full and complete records, reports and/or information pertaining to the Applicant and its application under the State Housing Fund program.

The Applicant agrees In compliance with State and Federal laws regarding conflict of interest. No elected or appointed officer or employee of the Applicant may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position. No officer or employee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a direct or indirect financial interest, or any other person. No officer or employee may participate as an agent of Applicant in the negotiation or execution of any contract between Applicant and any private business in which he or she has a direct or indirect financial interest. No officer or employee of Applicant may suppress any report or other document because it might tend to affect unfavorably his/her financial interests.

The Applicant agrees that the Arizona Department of Housing, its successors and assigns, its agents, employees, attorneys, contractors and representatives will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not confined to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, and any loss from such judgments or assessments) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of the Applicant's application for funding.

The Applicant hereby represents and certifies under penalty of A.R.S. 13-2311 and 39-161 that the information set forth herein, and all material submitted by the Applicant to the Department, are to the best of the Applicant's knowledge, true and complete and accurately describe the proposed project. The undersigned is duly authorized to execute this instrument on behalf of the Applicant and possesses the legal authority to apply for an allocation of State Housing Funds and to execute the proposed program.

Further, the Applicant represents that its governing body has duly adopted or passed an official act of resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances required, and directing and authorizing the applicant's chief executive officer and/or other designated official representative to act in connection with the application and to provide such additional information as may be required.

The Applicant understands that all representations made herein, and all documentation submitted, is subject to verification by the Department, and that any misrepresentations or inaccuracies, whether intentional or not, may subject the project to a loss of competitive scoring points or to disqualification. For the purposes of verification, the Applicant and Developer hereby authorize the Department to request information on entities and individuals closely related to this transaction from any lender, investor, or other institution or entity named in this application. Such information includes but is not limited to audits, financial statements, credit history, copies of income tax returns, and other information deemed necessary by the Department.

The Applicant has caused this document to be duly executed in its name as of this 16th day of October, 20 12.

Applicant Name: Gila County Housing Services - Tommie Cline Martin

By: Chairman, Gila County Board of Supervisors

(Signed by the same person who signed the Resolution)

RESOLUTION NO. 12-10-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2012 STATE HOUSING FUNDS (SHF), (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUND) CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING FUND PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the activities outlined within this application address the community's low and moderate income population housing needs; and

WHEREAS, a recipient of State Housing Funds is required to comply with the program guidelines, State and Federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the full body of the Gila County Board of Supervisors authorize application to be made to the State of Arizona, Department of Housing for Fiscal Year 2012 State Housing Funds, and authorize the Chairman of the Board of Supervisors of the County of Gila to sign application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation, and authorize the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

BE IT FURTHER RESOLVED that the Board of Supervisors of Gila County will comply with all State Housing Fund Program guidelines, State and Federal statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in this application(s).

PASSED AND ADOPTED this 16th day of October 2012, at Globe, Gila County, Arizona

Attest:

Marian Sheppard
Chief Deputy Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, Chairman

Approved as to form:

for Bryan Chambers
Chief Deputy County Attorney

ARF-3417 **Consent Agenda Item** **5. H.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Malissa Buzan, Director		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2015/2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2015 through June 30, 2016	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Memorandum of Agreement (MOA) between the Arizona Community Action Association (ACAA) and Gila County Community Services

Background Information

The Department of Economic Security (DES) issued funds to the ACAA to be used for a one time distribution to all ACAA partners for the cost incurred in the operation of the CAP60 case management software for the fiscal year 2015/2016.

Evaluation

The purpose of this MOA is to establish terms and conditions under which ACAA agrees to provide a one time payment of $7,539 to Gila County Community Services for CAP60 case management software. By receiving this payment, Gila County Community Services agrees to deliver the Case Management (CMT) Monthly, Low Income Home Energy Assistance Program (LIHEAP) Annual, and the Results Oriented Management and Accountability (ROMA) reports.

Conclusion

By the Board of Supervisors approving this MOA, it will ensure ACAA in providing payment to Gila County Community Services which will enable them to utilize the CAP60 case management software.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this MOA between the Arizona Community Action Association and Gila County Community Services.

Suggested Motion

Approval of a Memorandum of Agreement between Arizona Community Action Association and Gila County Community Services to receive a one-time lump sum of $7,539 to cover the costs incurred by Gila County Community Services in the operation of the CAP60 case management software.

Attachments

MOA between ACAA and Gila County Community Services

Arizona Community Action Association

Memorandum of Agreement Between Arizona Community Action Association and the Gila County Community Services

1. **PARTIES**. This Memorandum of Agreement (MOA) is made and entered into by and between the Arizona Community Action Association (ACAA) and the GILA COUNTY COMMUNITY SERVICES.

2. **PURPOSES OF THE MOA**. The purpose of this MOA is to establish the terms and conditions under which ACAA agrees to provide payment, to GILA COUNTY COMMUNITY SERVICES, to enable GILA COUNTY COMMUNITY SERVICES to continue to utilize CAP60's case management software platform.

3. **TERM OF THE MOA**. This MOA shall be effective from July 1, 2015 until June 30, 2016.

4. **PAYMENT TERMS**. ACAA agrees to pay GILA COUNTY COMMUNITY SERVICES a one-time lump sum of $7,539 to cover the costs incurred by GILA COUNTY COMMUNITY SERVICES in the operation of the CAP60 case management software for State Fiscal Year 2016 (July 1, 2015-June 30, 2016).

5. **RESPONSIBILITIES OF ACAA**. ACAA agrees to the following provisions:

    a. Submit payment to GILA COUNTY COMMUNITY SERVICES in the amount of $7,539 upon receipt of signed MOA.

6. **RESPONSIBILITIES OF GILA COUNTY COMMUNITY SERVICES**. GILA COUNTY COMMUNITY SERVICES agrees to the following provisions:

    a. To ensure the Agency contract held with CAP60 includes the delivery of the CMT Monthly, LIHEAP Annual (except Weatherization data), and the ROMA IS reports.

7. **EFFECTIVE DATE AND SIGNATURE.** This MOA shall be agreed to and effective upon the signature of ACAA and GILA COUNTY COMMUNITY SERVICES authorized officials.

Arizona Community Action Association	**GILA COUNTY COMMUNITY SERVICES**
Cynthia Zwick, Executive Director	
Authorizing Agent	Name and Title (Please Print)
Signature	Signature
AUGUST 6, 2015	
Date	Date

ARF-3463 **Consent Agenda Item** **5. I.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Malissa Buzan		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2015 - June 30, 2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Amendment No. 6 to Weatherization Low-Income Assistance Agreement Contract No. SW-ESA-2182-02 with the State of Arizona Governor's Office of Energy Policy.

Background Information

On July 17, 2012, the Board of Supervisors approved a Weatherization Low-Income Assistance Agreement Contract No. SW-ESA-12-2182-02Y2.

On April 2, 2013, the Board of Supervisors approved Amendment No. 1 to Contract No. SW-ESA-12-2182-02Y2.

On August 6, 2013, the Board of Supervisors approved Amendment No. 2 to Contract No. SW-ESA-12-2182-02Y3. On this Amendment, the last 3 digits of this contract changed to "2Y3."

On February 4, 2014, the Board of Supervisors approved Amendment No. 3 to Contract No. SW-ESA-12-2182-02Y3.

On July 15,2014, the Board of Supervisors approved Amendment No. 4 to Contract No. SW-ESA-12-2182-02Y4. On this Amendment, the last 3 digits of this contract changed to "2Y4."

On April 7, 2015, the Board of Supervisors approved Amendment No. 5 to Contract No. SW-ESA-12-2182-02.

Evaluation

Amendment No.6 to Contract No. SW-ESA-12-2182-02 amends the following:

Secton XXII- Amendment or modification, all references in the Agreement to Office of Energy Policy (OEP) are amended to refer to Office of Grants and Federal Resources (GFR).

Section II-Terms of Contract, which provides a new contract award amount for a period of twelve months. The contract renewal period shall be effective July 1, 2015 through June 30, 2016.

Section IV-Contract Budget, will amend the contract to provide up to $27,150 as a reimbursement ceiling for FY16.

Section V-Scope of Work; D. Report Submittal Requirements, which provides an updated list of all forms that are required for submittal. E. Submittal Address, which has amended the mailing address to where the forms must be directed.

Section XIV-Client File Requirements; D. Rental Properties, prior written approval is required by GFR for all rental properties of five or more units. Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent.

Section XLVII - Notices, All notices, demands, and communications provided shall be delivered, or sent by certified mail, and return receipt requested. This also amends the addresses as to where the written notices are directed. Notification of change shall be delivered to the GFR and Contractor within ten (10) days of any change that may affect this provision.

Conclusion

Amendment No. 6 will provide changes to the Weatherization Low-Income Assistance Agreement, which will allow Gila County Housing Services to continue to provide weatherization services to eligible citizens residing in Gila County that meet program income eligibility.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 6 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to $27,150 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor contract revisions.

Attachments

Amendment No. 6 Contract No. SW-ESA-12-2182-02

Amendment No. 5 Contract No. SW-ESA-12-2182-02Y4

Amendment No. 4 Contract No. SW-ESA-12-2182-02Y4

Amendment No. 3 Contract No. SW-ESA-12-2182-02Y3

Amendment No. 2 Contract No. SW-ESA-12-2182-02Y3

Amendment No. 1 Contract No. SW-ESA-12-2182-02Y2

OEP Contract No. SW-ESA-12-2182-02Y2

Approved as to Form

AMENDMENT #6
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02

BETWEEN

THE STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

WHEREAS, this contract was awarded under the authority of the Governor's Office of Energy Policy (OEP) and the OEP functions have been transferred to the Arizona Department of Administration – Office of Grants and Federal Resources (GFR). As a result, the contracts administered by OEP are transferred to GFR.

WHEREAS, A.R.S. § 41-703(7) authorizes the Director of the Arizona Department of Administration (ADOA) to execute and administer contracts.

NOW THEREFORE, pursuant to **Section XXIII, AMENDMENT OR MODIFICATION**, all references in the Agreement to OEP are amended to refer to GFR, and the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section II, TERM OF CONTRACT
This amendment provides a new contract award amount for a period of twelve months. The contract renewal period shall be effective July 1, 2015 through June 30, 2016.

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the GFR hereby exercises its option to amend this contract to provide up to $27,150 as a reimbursement ceiling for FY16, inclusive of administrative, health & safety, and program operation funds.

Section V. SCOPE OF WORK

D. REPORTS

5. Report Submittal Requirements

d. The following forms and all other forms developed by GFR must be submitted as required.

1. Field Waiver
2. Client File Checklist
3. Calibration Verification Form
4. Client Evaluation Forms
5. Employee Certification Form
6. Field Guide Verification of Receipt
7. Health and Safety Waiver
8. Job Cost Submittal Form
9. T&TA Waiver
10. QCI Form

E. SUBMITTAL ADDRESS

All Payment Request Forms and Report Forms must be directed to:

Arizona Department of Administration, Office of Grants and Federal Resources
100 N. 15th Avenue, Suite 202
Phoenix, Arizona 85007

Section XIV. CLIENT FILE REQUIREMENTS

D. Rental Properties

All single family and multifamily rental properties must be weatherized under the terms of this AGREEMENT. **Prior written approval is required by GFR for all rental properties of five (5) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

Section XLVII. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

If to GFR:
ADOA – Office of Grants and Federal Resources
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
EMAIL evelyn.billings@azdoa.gov

Program/Technical Contact
GFR Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the GFR and Contractor within ten (10) days of any change affecting this provision.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

Michael A. Pastor, Chairman Date
Gila County Board of Supervisors

Jefferson R. Dalton Date
Deputy Gila County Attorney, Civil Bureau Chief

Marian E. Sheppard Date
Clerk of the Board

OFFICE OF GRANTS AND FEDERAL RESOURCES

Matthew Hanson Date
Statewide Grants Administrator

AMENDMENT # 5
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y4

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY GOVERNMENT

Pursuant to section **XXIII, AMENDMENTS OR MODIFICATIONS,** the following section of the above referenced Weatherization Low-Income Assistance Agreement is hereby amended as follows:

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $6,000 in additional funding for the current fiscal year. The total reimbursement ceiling for FY15 is currently $13,150, inclusive of administrative, health & safety, and program operation funds.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY GOVERNMENT

4-7-15
Michael A. Pastor, Chairman Date
Gila County Board of Supervisors

4-7-15
Bryan B. Chambers Date
Deputy County Attorney/Civil Bureau Chief

4-7-15
Marian E. Sheppard Date
Clerk of the Board

GOVERNOR'S OFFICE OF ENERGY POLICY

3/12/15
Travis Price Date
Compliance, Finance and Procurement Manager
Office of the Governor

AMENDMENT # 4
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y4

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY GOVERNMENT

Pursuant to section **XXIII, AMENDMENTS OR MODIFICATIONS,** the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section II, TERM OF CONTRACT
This amendment provides a new contract award amount for the fourth year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2014 through June 30, 2015.

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $7,150 in additional funding as a reimbursement ceiling for FY15, inclusive of administrative, health & safety, and program operation funds.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY GOVERNMENT

7-15-14
Michael A. Pastor, Chairman — Date
Gila County Board of Supervisors

7-15-14
Bryan B. Chambers — Date
Deputy Attorney Principal

Laurie Kline for 7-15-14
Marian E. Sheppard — Date
Clerk of the Board

GOVERNOR'S OFFICE OF ENERGY POLICY

6/13/14
Leisa B. Brug — Date
Director

6/17/14
Travis Price — Date
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 3
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y3

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXIII, AMENDMENTS OR MODIFICATIONS,** the following section of the above referenced Weatherization Low-Income Assistance Agreement is hereby amended as follows:

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $6,000 in additional funding available for reimbursement. This funding shall be allocated so that $4,050 is used for program operations with $600 used for administrative costs and $1,350 is used for Health and Safety in the Southwest Gas Corporation Low-Income Energy Conservation Program through June 30, 2014. The contract cumulative amount provided for reimbursement for the entire contract length totals $26,300.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

2-4-14
Date

Michael A. Pastor,
Chairman

Approved as to form:

2-4-14
Bryan B. Chambers Date
Deputy Attorney Principal

GOVERNOR'S OFFICE OF ENERGY POLICY

1-3-14
Leisa B. Brug Date
Director

1/2/14
Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 2
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y3

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXIII, AMENDMENTS OR MODIFICATIONS,** the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section II, TERM OF CONTRACT
This amendment provides a new contract award amount for the third year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2013 through June 30, 2014.

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $7,150 in additional funding available for reimbursement. This funding shall be allocated so that $4,875 is used for program operations with $650 used for administrative costs and $1,625 is used for Health and Safety in the Southwest Gas Corporation Low-Income Energy Conservation Program through June 30, 2014. The $7,150, in addition to the initial contract amount of $7,150 and the Amendment No. 1 amount of $6,000, results in a contract total amount of $20,300.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

8-6-13
Michael A. Pastor — Date
Chairman

8-6-13
Approved as to form:
Bryan B. Chambers,
Deputy Attorney Principal

GOVERNOR'S OFFICE OF ENERGY POLICY

6-18-13
Leisa B. Brug — Date
Director

7/3/13
Travis Price — Date
Compliance/Finance and Procurement Manager
Office of the Governor

AMENDMENT # 1
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y2

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXIII, AMENDMENTS OR MODIFICATIONS,** the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $6,000.00 in additional funding available for reimbursement. This funding shall be used as follows:
Administration Costs $600.00
Program Operations $4,050.00
Health and Safety $1,350.00
for the Southwest Gas Corporation Low-Income Energy Conservation Program (SWG) through June 30, 2013. The $6,000.00, in addition to the initial funding provided for reimbursement of $7,150.00, brings the contract total amount to $13,150.00.

Section V, SCOPE OF WORK
Add the following two paragraphs to the Scope of Work under Section B, Specific Requirements, as additional requirements to the contract:

The Southwest Gas Corporation Approved Measures List is attached as Attachment A, incorporated herein by reference. The attached measures list shall govern which measures are allowable charge to Southwest Gas funds. All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and /or Mobile Homes depending on climate zones. Installation and workmanship requirements shall follow the State Plan and Weatherization Assistance Program Requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to 1 must be allocated to the Health and Safety Budget. Audit costs are an allowable expense if no other funds are available for the audit, but the audit will be billed under administrative categories or Health and Safety.

Contractors must validate natural gas space heating and water heating for various measures, as noted on the attached Attachment A. In addition, measures must be cost-effective where indicated. Any questions or modifications to this list shall be directed to Southwest Gas via the Governor's Office of Energy Policy prior to approval. Any measures installed without prior approval and that do not meet the attached requirements will be disallowed for billing to Southwest Gas.

Section V. C, METHOD OF PAYMENT
Add the following sentence under Section V. C. 5, Reimbursement, as 5.d., regarding additional information on funding limitations:

Funding shall not be paid for any household that is not 100 percent complete and all work orders are closed out and the job has been submitted to OEP.

Section VI, REGULATION REQUIREMENTS
Replace the sentence in Section VI. B. with the following sentence regarding weatherization component costs per dwelling:

Weatherization component costs required to complete the necessary measures (excluding all administrative costs) shall not exceed $3,000 per household, unless prior approval is granted by Southwest Gas via the Governor's Office of Energy Policy. Approval will only be granted if the total investment meets program cost-effectiveness requirements.

Replace the sentence in Section VI. C. with the following sentence regarding eligibility of measures as cost-effective:

All measures must be determined to be eligible as cost-effective as set forth by SWG and the Weatherization Assistance Program.

Replace the sentence in Section VI. D. with the following sentence regarding budget limitations on health and safety expenditures:

The Health and Safety budget is capped at 25 percent of the total Contractor's budget, excluding administrative costs. Contractor's billing for Health and Safety expenses cannot exceed the 25 percent cap of the combined Program Operations and Health and Safety year-to-date actual expenditures. Priority shall be given to expending Program Operations so that the Health and Safety budget portion is not expended before Program Operations. No exceptions will be granted. Any health and safety expenditures in excess of $2,000 per house unit requires prior written approval.

Section VII, PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS
Replace the sentence in Section VII. B., Income Eligibility, No. 1, with the following sentence to clarify income eligibility:

1. Applicants are eligible whose income is at or below 150 % of the Federal Poverty Guideline income determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

Add the following sentence in Section VII. B., Income Eligibility as No. 2 regarding recipients of measures funded by Southwest Gas:

2. All recipients of measures funded by Southwest Gas must be current Southwest Gas customers.

Revise Section VII. B., Income Eligibility, No. 2 to No. 3. Replace the sentence in Section VII. B., Income Eligibility, No. 3, with the following sentence providing new information on all household income calculations:

3. Income calculations must include ALL household income. Household members who have received cash assistance under TANF or SSI are **NOT** automatically eligible for Southwest Gas funds. The income calculation must include total household income of all household members.

Section IX, PRIOR WRITTEN APPROVAL REQUIREMENTS
Add the following sentence as No. 11 to the requirements:

11. Any health and safety expenditures in excess of $2,000 per house unit requires prior written approval.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

4/2/13
Board of Supervisors Chairman — Date

Michael A. Pastor
Printed Name

Deputy Attorney Principal

4/2/13
Signature — Date

Bryan Chambers
Printed Name

GOVERNOR'S OFFICE OF ENERGY POLICY

2/25/13
Leisa B. Brug, Director — Date

2/27/13
Travis Price, Compliance Finance and Procurement Manager, Office of the Governor — Date

OEP CONTRACT NO. SW-ESA-12-2182-02Y2

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

BETWEEN

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the **State of Arizona, Governor's Office of Energy Policy ("OEP")**, located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007, and **Gila County, Office of Community Services ("Contractor")**, located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

WHEREAS, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the Southwest Gas Corporation Low-Income Energy Conservation Program ("SWG") and passed through the OEP under the terms of the Memorandum of Understanding ("MOU") Contract No. M082-012, effective July 1, 2012 for a period of one (1) year until June 30, 2013.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

I. PURPOSE OF THE AGREEMENT

Contractor shall implement weatherization services under the terms of this AGREEMENT. The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

II. TERM OF CONTRACT

The effective date of this AGREEMENT is July 1, 2012 upon signature by both parties and continue through June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.

III. CONTRACT TYPE

Cost Reimbursement Sub-Grant.

IV. CONTRACT BUDGET

A. The total SWG budget for this AGREEMENT shall not exceed **$7,150.00.**

B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

V. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

B. SPECIFIC REQUIREMENTS

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

C. METHOD OF PAYMENT

1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.

2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.

3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting SWG funds during the term of the AGREEMENT.

4. The Contractor shall submit to the OEP no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.

5. Reimbursement
   a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the

Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
- *Completed/Submitted Jobs listing sent via email to* ebillings@az.gov (Send list by email to Evelyn Billings)
- *No Completed/Submitted jobs this month* (No list is required)

b. Administration Line-item expense cannot be reimbursed unless Program Operations Expenses have been incurred. The total billed for the Administration Costs cannot exceed 10% of the combined total of the Program Operations and the Health and Safety payment requested.

c. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. **REPORTS**

1. Weatherization Program Database Website

a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.

b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

2. List of Client Jobs

a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:

- *Completed/Submitted Job listing attached*
- *Completed/Submitted Job listing sent via email to* ebillings@az.gov

b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:

- *No Completed/Submitted jobs this month*

3. Financial Report Form

a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

4. Monthly Detailed Expense Financial Reports
   a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

5. Report Submittal Requirements
   a) The Payment Request Form and Financial Report Form shall be mailed to the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.

   b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

   c) Final reports shall be submitted no later than July 26, 2013.

E. **SUBMITTAL ADDRESS**
All Payment Request Forms and Report Forms must be directed to:

Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007

F. **SERVICE TERRITORY**
Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt. 440, and the OEP, in conjunction with the Arizona Department of Economic Security.

B. The cost per dwelling unit for labor, materials and program support expenditures shall not exceed $3,000.00 using SWG program funds.

C. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.

D. Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility
Contractor is responsible to follow the current Arizona Department of Economic Security ("DES") LIHEAP Policy Manual requirements for income level of 150% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

B. Income Eligibility
1. Applicants are eligible whose income is 150% of the Federal Poverty Guidelines income

determined in accordance with criteria_established by the Office of the Secretary, U.S. Department of Health and Human Services.

2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families ("TANF") or Supplemental Security Income ('SSI"), are automatically eligible for Weatherization assistance.

C. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

VIII. PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

IX. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over $4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

XI. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: http://www.azenergy.gov/HistoricPreservation.aspx. Additional information is also available at the U.S. Department of Energy website: http://www1.eere.energy.gov/wip/historic_preservation.html.

XII. INVENTORY

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of $500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

XIII. PROPERTY

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.

B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.

C. The OEP may take possession of the inventory.

XIV. CLIENT FILE REQUIREMENTS

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

SPECIAL TERMS AND CONDITIONS

XV. SINGLE AUDIT:

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending $500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

XVI. MONITORING REQUIREMENTS:

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

XVII. AUDIT TRAILS:

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

XVIII. FUND MANAGEMENT:

The Contractor must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. Contractor must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

Financial Management
Procurement
Personnel
Property
Travel

A system is adequate if it is: 1) ***written***; 2) ***consistently followed*** – it applies in all similar circumstances; and 3) ***consistently applied*** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

XIX. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

XX. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXI. INSURANCE REQUIREMENTS

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this AGREEMENT, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this AGREEMENT by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual

liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this AGREEMENT.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. §23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this AGREEMENT is completed.
b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this AGREEMENT.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

C. NOTICE OF CANCELLATION

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator 1700 West Washington, Suite 250, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this AGREEMENT must be in effect at or prior to commencement of work under this AGREEMENT and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this AGREEMENT, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 250, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the insurance requirements in this AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXII. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

XXIII. AMENDMENTS OR MODIFICATIONS

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs and Health and Safety funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal contract amendment.

XXIV. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

XXV. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

XXVI. APPLICABLE LAW

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

XXVII. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

XXVIII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

XXIX. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

XXX. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XXXI. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

XXXII. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXIII. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor submitting the bid or offer has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

XXXIV. TERMINATION:

The OEP reserves the right to terminate the AGREEMENT at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXXV. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXVI. THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

XXXVII. PROGRAM REVIEW AND SITE VISITS

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XXXVIII. RIGHTS IN DATA

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

XXXIX. HEALTH & SAFETY

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

XL. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. 651-678).

XLI. ENTIRE AGREEMENT

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

XLII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the AGREEMENT. This provision applies to work performed by subcontractors at all tiers. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT. Contractor shall declare all anticipated offshore services to the OEP.

XLIII. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLIV. E-VERIFY REQUIREMENT

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:
http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD

XLV. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVI. ATTORNEY FEES

In any litigation arising out of this AGREEMENT, each party shall bear all of its own attorneys' fees in the case.

XLVII. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

If to the OEP:
The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, AZ 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact
OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

By _____ **Date:** 6/26/12
Leisa B. Brug
Director
Or Authorized Signatory

_____ **Date:** 6/26/12
Travis Price
Compliance, Finance & Procurement Manager
Office of the Governor

GILA COUNTY

_____ **Date:** 7/17/12
Board of Supervisors
Chairman

Tommie C. Martin
Printed name

Chief Deputy County Attorney

_____ 7 17 2012
Signature Date

Bryan B. Chambers
Printed name

Exhibit A - Budget	
GILA COUNTY	
SWG Weatherization Program Budget	
OEP Contract Number SW-ESA-12-2182-02Y2	**SWG TOTAL BUDGET**
Contract to 6-30-2013	
1. Administration Costs	$650.00
2. Program Operations	$4,875.00
3. Health and Safety	$1,625.00
Budget Total	**$7,150.00**

EXHIBIT B

WEATHERIZATION

PROGRAM REQUIREMENTS

JULY 1, 2012
EDITION

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INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.

The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.

The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.

A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.

A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.

The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.

Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measure that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be meet in addition to any other measures for which the REM Design is being conducted for.

The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.

Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.

Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

CLIMATE ZONES

Arizona Climate Zones used for the Cost Effective Priority Lists are the International Energy Conservation Code (IECC) 2009and can be found at http://energycode.pnl.gov/EnergyCodeReqs/?state=Arizona

FUEL SWITCHING

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

DOE Approved Priority Lists

Current Priority list was approved by DOE in September 2011

A computer audit is required if:
There are potential cost-effective energy upgrades to the house that are not listed on the priority list
There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
Energy related incidental repairs of more than $100 are included with the energy upgrades.
It is expected that if a site specific computer audit is conducted, that the measures listed for the respected climate zone and building type are modeled with any additional measure and that the savings to investment report is run ranking all measures by SIR from greatest return to lowest.

Assumptions for Block Houses:
Pre and Post blower door = 2000 CFM @ 50 Pa
Uninsulated block walls U-value = 0.371
1000 Square Feet
15% Glazing
Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$45
Gas	$25
Electric Heat Pump	$25

2. Attic insulation to R-30
   a. If R-19 or less existing
3. CFLs
   a. If existing lighting is incandescent bulb in use for 2 hours per day or more
   b. Limit of 8 CFLs per client
4. Solar Screens
   a. Not to exceed $5.00 per square foot
5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$400
Electric Heat Pump	$340

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$70
Gas	$45
Electric Heat Pump	$45

2. Attic insulation to R-30
    a. If R-19 or less existing
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$400

5. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install low-e storm windows on East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows.
    b. Emissivity <+0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$125
Gas	$70
Electric Heat Pump	$70

2. Attic insulation to R-38
    a. If R-19 or less existing
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$425

5. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4

e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space

f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install low-e storm windows on East, West and North facing windows.

   d. If existing windows are single pane, aluminum windows.

   e. Emissivity <+0.22

   f. Cost of storm windows not to exceed $15.00/ square foot

Assumptions for Frame Built Houses:
1500 Square Feet
No attic insulation
No wall insulation (uninsulated 2X4 stud wall)
Windows starting at U=0.90 SHGC = 0.65
Windows are 15% of wall surface area
Pre and Post blower door = 2000 CFM @ 50 Pa

Arizona Frame Housing Priority List – Zones 2(Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$45
Gas	$25
Electric Heat Pump	$25

2. Attic Insulation to R-30
    a. If R-19 or less in attic
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Solar Screen
    a. Not to exceed $5.00 per square foot
5. Dense Pack Side Wall Insulation
    a. Wall insulation not to exceed $2.50 per square foot
6. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$380
Electric Heat Pump	$370

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

Arizona Frame Housing Priority List – Zones 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$75
Gas	$45
Electric Heat Pump	$45

2. Attic Insulation to R-30
    a. If R-19 or less in attic
3. Dense Pack Side Wall Insulation
    b. Not to exceed $2.50 per square foot
4. CFLs
    c. If existing lighting is incandescent bulb in use for 2 hours per day or more
    d. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$375

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on East, West and North facing windows.
    g. If existing windows are single pane, aluminum windows.
    h. Emissivity <+0.22
    i. Cost of storm windows not to exceed $15.00/ square foot

Arizona Frame Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$120
Gas	$70
Electric Heat Pump	$70

2. Attic Insulation to R-38
    a. If R-19 or less in attic
3. Dense Pack Side Wall Insulation
    b. Not to exceed $2.50 per square foot
4. CFLs
    c. If existing lighting is incandescent bulb in use for 2 hours per day or more
    d. Limit of 8 CFLs per client
5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$425

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on East, West and North facing windows.
    j. If existing windows are single pane, aluminum windows.
    k. Emissivity <+0.22
    l. Cost of storm windows not to exceed $15.00/ square foot

Mobile Home Assumptions:
Gas Price: $1.19/Therm (From Southwest Gas Website)
Electricity Price: $0.11/kWh (EIA)
Propane Price: $2.60/gal.

Existing Aluminum Window: U = 1.13 SHGC = 0.80
Replacement Window: U = 0.30 SHGC = 0.30

Existing Component Insulation:
Ceiling Insulation: 1 inch of fiberglass (assembly R = 4.6)
Alternate Ceiling Configuration: Assumes R-19 has been added to roof through rehab
Belly Insulation: Wings: 1 inch rigid board
Center Cavity: 1 inch fiberglass

Walls: 2 inches of fiberglass batt, degraded (assembly R= 7.4)

Zone 2 MH (Phoenix, Yuma)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Natural Gas and Propane with CAC	$25
Electric Heat Pump	$25

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$180
Electric Heat Pump	$250

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client
6. Solar Screens
    a. Cost not to exceed $5.00/ square foot

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install heat pump water heater
    g. If there is an existing electric water heat
    h. Cost not to exceed $1900
    i. EF >= 2.4
    j. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    k. 4 or more residents

Zone 3 MH (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Gas	$45
Electric Heat Pump	$45

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$230
Electric Heat Pump	$275

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. EF >= **2.4**
    d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    e. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	**500** kWh/yr	**600** kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on the East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows
    b. Emissivity <=0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Zone 4 & 5 MH (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Natural Gas and Propane with CAC	$70
Electric Heat Pump	$70

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$425
Electric Heat Pump	$425

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client
6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1700
    c. EF >= 2.4
    d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    e. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on the East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows

b. Emissivity <=0.22
c. Cost of storm windows not to exceed $15.00/ square foot

GENERAL WASTE HEAT ITEMS

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

Low-flow Showerhead- Minimum 1 plumbing permitted
Faucet Aerator- Minimum 1 plumbing permitted
Weather-stripping
Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit)
Furnace or Cooling Filters (up to a one-year supply)
Door Sweep
Pipe Insulation (If applicable)
Set Back Thermostat

Total cost of LCNC should not exceed $250 of total house cost.

DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs. Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

Level One: Homes with Central Forced Air Heating or Cooling

The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

Level Two: Homes with No Central Forced Air Heating or Cooling

The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

Possible cost effective envelope sealing: Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

Combustion appliance zone testing: The Worst Case Pressure Test must be performed in **all** zones that contain a combustion appliance.

Testing Procedure
When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE.** If a test is not performed, documentation must be provided in all cases stating the rational for not following the testing procedure.

1. Initial air leakage and room pressure tests
Duct repair
Envelope air sealing
Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:
These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.

A. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of –3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of –3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed**, no air sealing or duct repair can be completed.

Perform zonal pressures and record the results.
Perform initial Whole House CFM50 Test and record the results.
Perform Pressure Pan Test and record initial pressure difference.

F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

Duct repair can only be performed under the supervision of a trained technician.
In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
The Health and Safety Policy must be followed at all times.
Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).

D. After initial duct repair is performed, evaluate if additional duct repair is possible.

E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

All duct repairs must be completed before envelope air sealing.
Envelope air sealing can only be performed under the supervision of a trained technician.
In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

D. The Health and Safety Policy must be followed at all times.

E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.

F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).

G .Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

All duct repair and air sealing must be completed before room pressure balancing.
Room pressure balancing can only be performed under the supervision of a trained technician.
In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.
The Health and Safety Policy must be followed at all times.
Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.
Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.
Once pressure balancing is completed, repeat room pressure tests and record results.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

Note: Gas/propane stoves cannot be replaced utilizing DOE funds.

Carbon Monoxide Tests
Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.
For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests
Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	– 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods
Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety
The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air
Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.
The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area X height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks
Tests for possible cracked heat exchanger must be performed on all systems possible.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement
Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Sizing and Installing HVAC Equipment
Minimum HVAC efficiencies:
AC: 13 SEER
Heat Pump: 13 SEER and 7.7 HSPF
Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.

Evaporative Cooler Installation
It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is an allowed health and safety measure.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems
All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines. All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.

- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

Repair of Existing Air Distribution Systems
All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques
Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.
- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.

- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.

- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

All new ductwork will be a minimum of R-8.

Duct sealing materials shall have both excellent cohesive and adhesive qualities.

Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.

- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility

Cost Effectiveness
Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statues (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector who did not conduct the initial energy audit and not directly involved with the completion of the job. Special consideration will be taken for subgrantees with limited staff or long distance travel. Subgrantees who would like to request a waiver for this requirement must submit in written a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be meet and how they plan to address conducting the final inspections. This letter must be submitted annually at time of contract.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

HEALTH AND SAFETY PLAN

Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:
Costs are reasonable as determined by DOE in accordance with this approved Master Plan;
The actions must be taken to effectively perform weatherization; or
The actions are necessary as a result of weatherization work.
Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs. Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding $2000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

Home Assessment & Client Evaluation

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12)

Crew and client H&S issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any Health & Safety issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

Occupant Preexisting or Potential Health Conditions

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided

with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues

Health & Safety Issues

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be informed of any Health or Safety risk discovered during the evaluation process in writing and written confirmation of receipt of that information by the client must be obtained and kept in the client file. A listing of Health and Safety issues are compiled, any of which that can't be corrected can result in a deferral on any given project. They are as follows:

Air Conditioning and Heating Safety

"Red tagged", inoperable or nonexistent HVAC system replacement, repair, or installation is allowed where climate conditions warrant, unless prevented by other guidance herein. Arizona climate involves a defined heating and cooling season with a Heating Degree Day (HDD) measurement range from 1180 to over 7200. The Cooling Degree Day (CDD) measurements in Arizona range from 573 to more than 5100. Arizona has a vast difference across the state due to the four recognized climate zones and a the vast difference in elevation changes from a few hundred feet above sea level to more than 7000 feet above sea level.

Research indicates of all people who die of heat stroke, about 80 percent are age 50 or older. Deaths attributed to lung disease, diabetes and hypertension increase more than 50 percent during heat waves. Heat stroke occurs 12 to 13 times more frequently in people age 65 and older than in younger persons. It is also an accepted medical fact that infants and children up to four years of age are very sensitive to the effects of high temperatures and rely on others to regulate their environment.

Air conditioning is the number one protective factor against heat-related illness and death effecting people with health issues. Therefore air conditioning system replacement, repair or installation is allowed to be categorized as health and safety in homes with occupants under four years old, over 65 years old and where there are at-risk occupants. Air conditioning system replacement, repair or installation must be attempted through cost justification as an ECM first before using H&S funding. Where this measure can be justified by the approved REM or EA-Quip audit, replacement, repair or installation is not to be included in health and safety.

Reminder- Air conditioning units cannot be installed on rental properties, as it is the requirement of the Landlord pursuant to the Arizona Landlord Tenant Act.

All replacement of HVAC equipment shall first be modeled in REM Design to attempt a SIR of 1 or greater prior to being installed as an H&S measure.

Houses with occupants between the ages of 4-64 requesting the need for air conditioning based on their health being at risk must provide a letter from a doctor defining the condition requiring an air conditioned environment and the maximum allowable air temperature relevant to that person's individual condition.

Repair of all combustible fuel line leaks from the meter or tank to the heating system or appliance are allowable H&S measures. Materials must meet federal, state, and local code. Repair (only) of gas cooking appliances in order to eliminate gas leaks and reduce unsafe levels of carbon monoxide in living area. Repair materials must meet federal, state and local code. Installation of protective materials on combustible surfaces adjacent to energy systems to meet NFPA clearance codes is allowable. Materials and installation must meet NFPA specifications. Materials must meet federal, state and local code.

Heating Systems

Heating systems are repaired or replaced, under H&S, when not operational or unsafe. This measure is taken in order to eliminate unsafe levels of carbon monoxide in the living area and to ensure adequate heating. Justification documentation in the form of the appropriate heat system checklist (per energy source) which includes all required diagnostic recordings for the individual unit, and photos demonstrating the specific issue(s) with the system must be in the client file. Replacement of operational units, where diagnostic readings are attainable, must be attempted to be cost justified as a ECM using regular weatherization funds with an SIR>1 before using H&S funds. A unit with a cracked heat exchanger where diagnostic readings are attainable must be attempted to be replaced through cost justification as an ECM first before using H&S funding. Replacement of non-operational units can only be from H&S funding.

Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the $2000 threshold is exceeded.

Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case by case basis under the following conditions outlined:
Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.
Pictures of the old water heater are to be on file at subgrantee's office.

Information and explanation on appropriate use and maintenance are to be provided to client after installation.
Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.

Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Clients must be informed that suspected asbestos is present and how precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information and explanation on asbestos safety information and steps to correct deferral conditions (where applicable). The clients are required to a sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).
Biologicals and Unsanitary Conditions – odors, mustiness, bacteria, viruses, raw sewage, rotting wood, etc.

A sensory inspection is required. Clients must be informed of observed conditions. Clients must be provided information and explanation on how to maintain a sanitary home and steps to correct deferral conditions (where applicable).

Remediation of conditions that may lead to or promote biological concerns and unsanitary viruses is not an allowable cost. Addressing bacteria and viruses is not allowed. Cleaning or repairing biological and unsanitary conditions to perform weatherization is not allowed. Deferral may be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. Also see Mold and Moisture bullet below.

Building Structure and Roofing

Site conditions identified and documented by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that poses a safety hazard to its employees and subcontractors and cannot be corrected within the scope of the program. Building structure & roofing should be evaluated visually as to not disturb any existing conditions.

Building Structure – Structural problems with candidate dwellings can often lead to deferral because their scope is beyond the means of the program to treat. Beyond simple incidental repairs, such as roof patching, there is no feasible means to address severe structural defects.

During the pre-inspection or initial inspection of the dwelling, the evaluator must have access to all aspects of the structure in order to adequately and appropriately gather data for the REM energy audit if not using Priority List or to conduct the weatherization work itself. Clothing, dogs, trash or other impediments restricting access to any portion or portions of the dwelling that block necessary access may constitute a deferral.

Building rehabilitation is beyond the scope of the WAP. H&S funds should not be used when the repair is a component of an ECM. In that case, the repair should be cost justified as an incidental repair. Clients must be notified of structurally comprised areas (where applicable).

Code Compliance

Correction of preexisting code compliance issues is not an allowable cost other than where they are triggered by performing weatherization measures. State and local (or jurisdiction having authority) codes must be followed while installing weatherization measures. Condemned properties and properties where "red tagged" health and safety conditions exist that cannot be corrected under this guidance should be deferred.
Per WPN11-6a if a permit is pulled to replace a HVAC system, water heater or other appliance requiring a permit and it is require by the municipality to upgrade all smoke alarms in the home to hardwire with battery backup it would be allowed

Clients must be notified of observed code compliance issues (where applicable). H&S funds should not be used when the repair is a component of an ECM, such as fixing a light fixture in order to install a CFL bulb. In this case the cost should be cost justified as an ECM with the associated incidental repair.
Combustion Gases

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.
Testing natural draft appliances for draft and spillage under worse case conditions before and after air sealing.
Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.
Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?
Where the need for excavating equipment is brought
Installing gutters on more than half the home

An area more than 40 square feet where dirt is required to be moved

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

Electrical, other than Knob-and Tube Wiring

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.
Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

Electrical, Knob-and Tube Wiring

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

Subgrantees are required discuss and provide information and explanation to the client on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable).

Fire Hazards
Current inspection criteria (by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above) take into account fire hazards associated with combustion appliances including clearances and venting systems. Through fuel specific checklists, inspectors identify such hazards and make repairs accordingly with respect to budgetary and program limitations. Required adherence to appropriate NFPA codes when repairing or replacing equipment also minimizes the potential for fire hazards.

Correction of fire hazards is allowed when necessary to safely perform weatherization. Home evaluations include checking for fire hazards during the audit. Clients must be informed of observed hazards even if they will not be treated during weatherization.

Formaldehyde, Volatile Organic Compounds (VOCs) and other Air Pollutants

Formaldehyde and Volatile Organic Compounds (VOCs) – Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. Air sealing thresholds are maintained so that the presence of these pollutants are not concentrated and allowed to reach toxic amounts. However, this is primarily an occupant responsibility. In some cases, deferral may be an option.

Removal of pollutants is allowed and is required if they pose a risk to workers. If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred. Removal of pollutants that is not necessary to perform weatherization (e.g. cleaning old paint cans and oil out of the garages) is not allowed.

Clients must be informed of observed conditions and associated risks. Client must be given written information and explanation on safety and proper disposal of household pollutants (where applicable).

Injury Prevention of Occupants and Weatherization Workers – Measures such as repairing stairs and replacing handrails

Workers must take all reasonable precautions against performing work on homes that will subject workers or

occupants to health and safety risks. Minor repairs and installation may be conducted only when necessary to effectively weatherize the home; otherwise these measures are not allowed.

The Initial Auditors/ Inspectors, as well as workers where jobs are in progress, are to observe if dangers are present that would prevent weatherization. Clients must be informed by auditors and/or workers of observed hazards and associated risks (where applicable)

Lead Based Paint

Presence of lead based paint associated with dwellings built before 1978. State policy mandates that all personnel working directly on dwellings shall participate in an eight (8) hour Lead Workers Safety class. With respect to Lead Based Paint issues, AZ WX uses an approach that addresses client safety and awareness, worker safety and awareness, and on-site practices.

The head of household of pre-1978 homes to be weatherized receives the informational pamphlet: "Renovating Right". The inspector will also conduct a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure. This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file.

All workers on site on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

·Wear a tight fitting respirator and disposable coveralls.
·Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
·Spray water on disturbed areas to minimize dust.
·Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
·Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation that is on file at each agency verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

The head of household of every home to be weatherized receives the informational pamphlet: "Renovating Right". The inspector also conducts a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure.

The RRP requirements of client education apply. The agencies must give the client a copy of the EPA publication: July 2011 Edition of: *The Lead-Safe Certified Guide to Renovate Right Pamphlet* and have the client sign the Sample Pre-Renovation Form located in the back of the Pamphlet to certify the client has been given the pamphlet.

That signed form must be kept in the client's file to show proof the client has received educational material about the dangers of lead paint.

The certified renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. Although the certified renovator is not required to be on-site at all times, while the renovation project is ongoing, a certified renovator must nonetheless regularly direct the work being performed by other workers to ensure that the work practices are being followed. When a certified renovator is not physically present at the work site, the workers must be able to contact the renovator immediately by telephone or other mechanism. In addition, the certified renovator must perform the post-renovation cleaning verification.

Mold and Moisture

Limited water damage repairs that can be addressed by weatherization workers and correction of moisture and mold creating conditions are allowed when necessary in order to weatherize the home and to ensure the long term stability and durability or the measures. Where severe Mold and Moisture issues cannot be addressed, deferral is required.

The Arizona Weatherization program is not a mold remediation program and funds should not be used to test, abate, remediate, purchase insurance, or alleviate existing mold conditions identified during the audit by the Initial Auditor/ Inspector, the work performance period or the quality control inspection. Most typically, weatherization services may need to be delayed. All local agencies must include some form of notification or disclaimer to the client upon the discovery of a mold condition and what was specifically that was done to the home that is expected to alleviate the condition and/or that the work performed should not promote new mold growth.

Major moisture problems that cannot be corrected within the scope of the program such as:

·An enclosed crawlspace or basement that has standing water for significant periods of time due to inadequate ground or surface water drainage.

·Any building with no overhangs and no gutters, exhibiting signs of major moisture problems such as blistering paint and extensive mold/mildew on the inside of the house.

The clients must be provided with a disclaimer on mold and moisture awareness.

Occupational Safety and Health Administration (OSHA) and Crew Safety

Workers must follow OSHA standards and Material Safety Data Sheets (MSDS) and take precautions to ensure the health and safety of themselves and other workers. MSDS must be posted wherever workers may be exposed to hazardous materials.

MSDS information is monitored during OEP compliance monitoring. Field monitoring performs unit file review for evidence of safe work practices. Field monitoring of in progress units will perform assessments to determine if crews are utilizing safe work practices.

OSHA 10 hour training for all workers, including contractors, assessors, and inspectors, is required. OSHA 30 hour training is required for all crew leaders and OEP Monitor/Trainers by June 30, 2012. All new employees must obtain OSHA 10 or 30 depending on their position held within 180 days of hire. This training can be obtained in various ways. The following are suggested resources.

Classroom Training.
Construction 10 hour and Construction 30

Southwest Building Science Technical Center

Online Training. OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

Information on obtaining OSHA outreach classes in construction
To find in-person training conducted by an authorized OSHA Outreach Trainer:

a. See www.OutreachTrainers.org to find outreach trainers and/or their schedules

We can send you lists of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.
b. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html
c. The OSHA Consultation office in your area may offer it, see
www.osha.gov/dcsp/smallbusiness/consult_directory.html

Pests

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceeded 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

Radon

Whenever site conditions permit, exposed dirt must be covered with a vapor barrier except for mobile homes without skirting or an exterior under surface that serves as a vapor barrier. In homes where radon may be present, precautions should be taken to reduce the likeliness of making radon issues worse. In extreme cases deferral may be an option.

In the State of Arizona Radon testing or remediation is not an allowable H&S measure. Clients must be provided with the EPA consumer's guide to radon.

Refrigerant

Refrigerators are allowed to be replaced as an ECM only. All reclaimed refrigerant processes must follow the Clean Air Act 1990, section 608, as amended by 40 CFR82, 5/14/93. All EPA testing protocols must apply to any testing. Clients are to be advised not to disturb refrigerant. Anyone working with refrigerant, within or employed by the WAP, must have the appropriate training, either an EPA-approved section 608 type I or universal certification. For any appliance containing refrigerant, disposal must include refrigerant reclamation.

Non-certified technicians may not attach or disconnect hoses of gauges to measure pressure within the appliances, top-off or remove refrigerant from appliances or otherwise damage the integrity of the appliance.

Smoke, Carbon Monoxide Alarms, and Fire Extinguishers

1. Weatherization agencies must install carbon monoxide (CO) alarms and smoke alarms in dwelling units where these devices are nonexistent or non-functioning.
2. CO alarms must be, UL listed, installed in accordance with the manufacturer's recommendations and located in compliance with state and local building codes and must have the capability to accurately detect and display low levels of carbon monoxide to 10 ppm and comply with other program requirements.
Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

a. Dangers of CO and smoke.
b. How to operate and reset the CO and smoke alarms.
c. How to read the CO alarm if there is a digital display.
d. How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise)
The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.

If these symptoms are present shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.
e. How to change the batteries of CO and smoke alarms.

3. Smoke alarms must be, installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72 and other program requirements.
4. Where multiple smoke alarms are required interconnection is required. Actuation of any one smoke alarm shall activate all of the alarms in the individual unit. Hard wiring and interconnection is not required in existing areas provided:
The alteration or repair does not cause the removal of wall or ceiling finishes exposing the structure, and
No attic, crawl or basement is available which can provide access for hard wiring and interconnection without the removal of interior finishes.
5. On average no more than two smoke alarms will be installed in home unless a permit is pulled and code compliance for the municipality the home is located in states differently
:6. If the home has an attached garage or carport a smoke and CO detector are required to be installed if none are present

7. If the home is all electric with no attached garage or carport only smoke alarms are needed

8. Providing fire extinguishers is allowed only when solid fuel is present. Fire extinguishers must be installed, according to the manufactures recommendations, be type ABC, UL listed, ≤ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when standing at the unit. The agency must discuss and provide information on the use and upkeep of the extinguisher to the client.

Solid Fuel Heating (Wood Stoves, etc)

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

Stand Alone Electric Heaters

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

Space Heaters, Unvented Combustion

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO2, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

Space Heaters, Vented Combustion

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

Spray Polyurethane Foam (SPF)

Use EPA recommendations (available online at http:www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using foam products must receive training on the proper use of these various products and understand the specification for each application type. Documentation of installers viewing an installation video or online training and verification of reading and understanding product use information must be kept at the service provider agency. MSDS sheets are mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

Ventilation

The State of Arizona will be implementing ASHRAE 62.2 to the fullest extent possible as required by DOE WPN 12-1. Arizona will be implementing the ASHRAE standard in the following phases.

Phase 1 will consist training which will be conducted by the Southwest Building Science Technical Center this will be completed by August 2012. Training is to include knowledge of ASHRAE 62.2, how to calculate needed ventilation rates, and installation of necessary ventilation equipment.
Phase 2 will consist of installation and technical assistance from OEP field staff. Full Implementation will be required by June 30, 2013.

Window and Door Replacement, Window Guards

Replacement, Repair, or installation is not an allowable H&S cost but may be allowed as an ECM if cost justified. If disturbing lead paint, follow LSW practices and the client must be informed on lead risks as indicated in this H&S plan when applicable. Replacement, repair or installation of doors, windows, or window guards is not an allowable H&S cost.

Window Glass is an allowable cost if it is an immediate danger to occupants if budget permits

Deferrals

Deferrals, and/or "walkaways" are processed accordingly:

a. The client shall be informed in writing as to why the dwelling cannot be weatherized. If there are conditions that the client must correct before service is provided, those conditions must also be stated in writing.

b. The service provider is required to refer the client to any alternate program such as home rehab, if one is available in the area.

c. The service provider shall clearly indicate in the client file why the dwelling was given "deferral" status.

d. The service provider must document all referrals to other programs or services in the client file.

e. The client will receive any information prescribed in the Health and Safety section that is appropriate.

Client Education

This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file. Draft forms have been developed to document all information discussed and given to the clients along with application and onsite interviews to verify preexisting at risk and health concerns.

REFRIGERATOR REPLACEMENT POLICY

Subgrantees will need to follow the tables for refrigerator replacement located within their climate specific zone.

METERING REQUIREMENTS

Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

MATERIALS

New refrigerators shall:
Not exceed the size of the replaced unit.
Have a minimum 1-year warranty.

INSTALLATION

The electrical outlet shall:
Provide the voltage specified on the ID plate of the new refrigerator.
Be properly grounded and/or protected with a properly functioning GFCI device.
Be located within reach of the refrigerator without the use of an extension cord.
Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
Meet refrigerator manufacturer's specifications for space and clearances.

The contractor shall:
Deliver and install the new refrigerator.
Level the unit to ensure proper operation.
Ensure that door hinges are on the appropriate side.
Instruct the customer on refrigerator operation.
Deliver warranties and operating manuals to the customer.
Set temperature controls appropriately.

DISPOSAL

The contractor shall:
Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.

Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
Remove all packing materials from the customer's premises.

REPORTING

The sub-grantee shall record the following information for both the existing and replacement refrigerators:
Manufacturer (for years available)
Brand
Year of manufacture
Model number
Type (e.g., side-by-side, top freezer)
Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
Provide saving to Investment Ratio for the replacement refrigerator.

WRITTEN AUTHORIZATION
There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3454 **Consent Agenda Item** **5. J.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Malissa Buzan		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2015 - June 30, 2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 3 to a Weatherization Low-Income Assistance Agreement Contract No. EW-ESA-14-4181-02.

Background Information

On November 5, 2013, the Board of Supervisors approved Weatherization Low-Income Assistance Agreement Contract No. EW-ESA-14-4181-02Y3.

On Amendment No. 1, the last three numbers are 02Y2, which after consulting with Michael Frary from the State of Arizona, Governor's Office of Energy Policy, these numbers are for internal purposes. The contract number stays the same and those numbers are just administrative codes for their use. The e-mail from Mr. Frary explaining this is attached.

On June 2, 2014, the Board of Supervisors approved Amendment No. 1 to Contract No. EW-ESA-14-4181-02Y2.

On December 16, 2014, the Board of Supervisors approved Amendment No. 2 to Contract No. EW-ESA-14-4181-02Y2.

Evaluation

Amendment No.3 to Contract No. EW-ESA-14-4181-02 amends the following:

Section XXVIII - Amendments, All reference in the Agreement to Office of Energy Policy (OEP) are amended to refer to Office of Grants and Federal Resources (GFR).
Section II - Term of Agreement/Effective Date
Section III - Description of Services; D. Program Specific Requirements
Section III - Description of Services, Client File Requirement, Number 4, Rental Properties
Section IV - Reporting Requirements, Programmatic, F. Submittal Address
Section V - Manner of Financing
Section XI, Single Audit
Section LII - Notices

The following U. S. DOE Flow Down Language is being added:
Section LIII - Statement of Federal Stewardship
Section LIV - National Environmental Policy Act (NEPA) Requirements
Section LV - Use of Program Income - Addition
Section LVI - Real Property
Section LVII - Recipient Lighting Efficiency Certification
Section LVIII - Reporting Subawards and Executive Compensation
Section LIX - Conference Spending
Section LX - NonDisclosure and Confidentiality Agreements Assurances

Conclusion

Amendment No. 3 will provide changes to the Weatherization Low-Income Assistance Agreement Contract No. EW-ESA-14-4181-02, which will allow Gila County Housing Services to provide weatherization services to eligible citizens residing in Gila County who meet program income eligibility.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 3 to a Weatherization Low-Income Assistance Agreement (Contract No. EW-ESA-14-4181-02) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to $30,547 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor contract revisions.

Attachments

Amendment No. 3 Contract No. EW-ESA-14-4181-02

Amendment No. 2 Contract No. EW-ESA-14-4181-02

Amendment No. 1 Contract No. EW-ESA-14-4181-02Y2

Michael Frary E-Mail Contract EW-ESA-4181-02Y3 to 02Y2

Contract No. EW-ESA-14-4181-02Y3

Approved as to Form

AMENDMENT #3
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#EW-ESA-14-4181-02

BETWEEN

THE STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

and

GILA COUNTY

WHEREAS, this contract was awarded under the authority of the Governor's Office of Energy Policy (OEP) and the OEP functions have been transferred to the Arizona Department of Administration – Office of Grants and Federal Resources (GFR). As a result, the contracts administered by OEP are transferred to GFR.

WHEREAS, A.R.S. § 41-703(7) authorizes the Director of the Arizona Department of Administration (ADOA) to execute and administer contracts.

NOW THEREFORE, pursuant to **Section XXXVIII, AMENDMENTS**, all references in the Agreement to OEP are amended to refer to GFR, and the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Amending Section II, TERM OF AGREEMENT/EFFECTIVE DATE
This amendment provides a new contract award amount for a period of twelve months. The contract renewal period shall be effective July 1, 2015 through June 30, 2016, contingent upon final Federal funding, unless, terminated, canceled or extended as otherwise provided herein.

Amending Section III, DESCRIPTION OF SERVICES
Pursuant to Terms and Conditions, **Section D Program Specific Requirements**, subsection *Regulation Requirements*, paragraph number 2. is amended to revise the adjusted average cost per dwelling unit amount to **$7,105.**

Deleting Section III.D Program Specific Requirements, subsection *Prior Written Approval Requirements*, paragraph number 6, "Purchase of extended warranties for installed items on client homes." is **DELETED.**

Amending Section III, DESCRIPTION OF SERVICES
Client File Requirement
4. Rental Properties
i. All single family and multifamily rental properties **must** be weatherized under the terms of this AGREEMENT. **Prior written approval is required by GFR for all rental properties of five (5) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Grantee and the rental owner/agent, as part of the job record and client job file.

Amending Section IV, REPORTING REQUIREMENTS

PROGRAMMATIC:

F. SUBMITTAL ADDRESS

All Payment Request Forms and Report Forms must be directed to:

Arizona Department of Administration, Office of Grants and Federal Resources
100 N. 15th Avenue, Suite 202
Phoenix, Arizona 85007

Adding:

I. Report Forms

The following forms and all other forms developed by GFR must be submitted as required.

1. Field Waiver
2. Client File Checklist
3. Calibration Verification Form
4. Client Evaluation Forms
5. Employee Certification Form
6. Field Guide Verification of Receipt
7. Health and Safety Waiver
8. Job Cost Submittal Form
9. T&TA Waiver
10. QCI Form

Amending Section V, MANNER OF FINANCING

Pursuant to Terms and Conditions, **Manner of Financing** of the above referenced contract, the GFR hereby exercises its option to amend this contract to provide up to **$30,547** as a reimbursement ceiling for FY16, inclusive of administrative and program funds.

Amending Section XI, SINGLE AUDIT

The Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F-Audit Requirements and further understands and agrees that funds may be withheld, or other related requirement may be imposed, if outstanding audit issues (if any) from 2 CFR Part 200, Subpart F-Audit Requirements are not satisfactory and promptly addressed.

Single Audit: Grant sub-recipients expending $750,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements.

- If your organization is subject to the requirements of the A-133 Single Audit Act, then submit one copy of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs with the completed application.

- If your organization is not subject to A-133, submit one copy of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs.

- If you organization does not have a recently completed audit, submit one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

The audit submission requirement applies to each grant award year. A copy of the Grantee's A-133 or annual audit with any findings shall be provided to the ADOA, Office of Grants and Federal Resources within thirty (30) days following the annual audit, but no later than nine (9) months following the end of the Grantee's fiscal year. If your organization does not have a current audit completed, the written correspondence requesting an extension must be attached. The correspondence must indicate the timeframe for completion and/or the requested extension date. Information on Federal Single Audits, 2 CFR Part 200, Subpart F, may be found on http://www.ecfr.gov.

Amending Section LII, NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to GRANTEE:
Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

If to GFR:
ADOA – Office of Grants and Federal Resources
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
EMAIL evelyn.billings@azdoa.gov

Program/Technical Contact
GFR Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the GFR and Grantee within ten (10) days of any change affecting this provision.

THE FOLLOWING U.S. DOE FLOW DOWN LANGUAGE IS BEING ADDED:

Section LIII, STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

Section LIV, NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

For this award, DOE has made a final NEPA determination for all activities under this award that are listed in the State Plan formally approved by DOE through incorporation into and attached to the award. You (Recipient) may proceed with the activities as described in the State Plan. This NEPA

determination is specific to the project as described in the State Plan formally approved by DOE through incorporation into and attached to the award.

If you later add to or modify the activities in the approved State Plan, you must contact the DOE Project Officer identified in Block 15 of the Assistance Agreement. Those additions or modifications, including projects involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generate electricity from renewable resources, as well as other related activities, may be subject to review by the NEPA Compliance Officer and approval by the DOE Contracting Officer, and may not be authorized for federal funding until DOE provides a NEPA determination on those additions or modifications.

Restrictions include taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination. Should you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA determination, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

You are responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular Project. States shall comply with Section 106 of the National Historic Preservation Act (NHPA). If applicable, the State shall contact the State Historic Preservation Officer (SHPO) and/or the Tribal Historic Preservation Officer (THPO).

Section LV, USE OF PROGRAM INCOME – ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use to further eligible project objectives.

Section LVI, REAL PROPERTY

Real Property shall not be acquired under this Award without express written permission of the Contracting Officer. Title, use, management and disposition of Real Property shall be governed by 10 C.F.R. §§ 600.132 (Nonprofits), 600.231 (State and Local Governments) or 600.321 (For-Profit Entities), as applicable by the Recipient's entity type.

Section LVII, RECIPIENT LIGHTING EFFICIENCY CERTIFICATION

By entering into this agreement, the Recipient certifies that it will, by the end of the Federal Government's fiscal year, upgrade the efficiency of its facilities by replacing any incandescent lighting of the type for which section 325 of the Energy Policy and Conservation Act (42 USC 6295) establishes a standard that does not meet or exceed the energy efficiency standard for incandescent light bulbs set forth in that section with a lamp that meets or exceeds the standards for lamps established in or pursuant to that section.

Incandescent reflector lamps shall meet or exceed the lamp efficacy standards shown in the table:

Rated lamp wattage	Lamp spectrum	Lamp diameter (inches)	Rated voltage	Minimum average lamp efficacy (lm/W)
40–205	Standard Spectrum	>2.5	≥125V	$6.8*P^{0.27}$
			<125V	$5.9*P^{0.27}$
		≤2.5	≥125V	$5.7*P^{0.27}$

			<125V	$5.0*P^{0.27}$
40–205	Modified Spectrum	>2.5	≤125V	$5.8*P^{0.27}$
			<125V	$5.0*P^{0.27}$
		≤2.5	≥125V	$4.9*P^{0.27}$
			<125V	$4.2*P^{0.27}$

Note 1: P is equal to the rated lamp wattage, in watts.

Note 2: Standard Spectrum means any incandescent reflector lamp that does not meet the definition of modified spectrum in 10 CFR 430.2.

Subject to the exemption below, the standards specified in this section shall apply to ER incandescent reflector lamps, BR incandescent reflector lamps, BPAR incandescent reflector lamps, and similar bulb shapes.

Subject to the exemption below, the standards specified in this section shall apply to incandescent reflector lamps with a diameter of more than 2.25 inches, but not more than 2.75 inches.

Exemption: The standards specified in this section shall not apply to the following types of incandescent reflector lamps:

(A) Lamps rated at 50 watts or less that are ER30, BR30, BR40, or ER40 lamps;

(B) Lamps rated at 65 watts that are BR30, BR40, or ER40 lamps; or

(C) R20 incandescent reflector lamps rated 45 watts or less.

For purposes of this Certification, the following definitions apply:
(A) Facilities mean the room(s), area(s), or building(s) that are used to complete a majority of the work under the project.

(B) In excess of $1,000,000 means the total value of the grant including all budget periods funded with Federal funds and recipient cost share is greater than $1,000,000.

(C) Federal Government's fiscal year begins October 1st and ends September 30th.

(D) Except as provided in subparagraph (4) below, the term "incandescent lamp" means a lamp in which light is produced by a filament heated to incandescence by an electric current, including only the following:

(1) Any lamp (commonly referred to as lower wattage non-reflector general service lamps, including any tungsten-halogen lamp) that has a rated wattage between 30 and 199 watts, has an E26 medium screw base, has a rated voltage or voltage range that lies at least partially within 115 and 130 volts, and is not a reflector lamp.

(2) Any lamp (commonly referred to as a reflector lamp) which is not colored or designed for rough or vibration service applications, that contains an inner reflective coating on the outer bulb to direct the light, an R, PAR, ER, BR, BPAR, or similar bulb shapes with E26 medium screw bases, a rated voltage or voltage range that lies at least partially within 115 and 130 volts, a diameter which exceeds 2.25 inches, and has a rated wattage that is 40 watts or higher.

(3) Any general service incandescent lamp (commonly referred to as a high- or higher-wattage lamp) that has a rated wattage above 199 watts (above 205 watts for a high wattage reflector lamp).

(4) The term "incandescent lamp" does not include any lamp excluded by the Secretary, by rule, as a result of a determination that standards for such lamp would not result in significant energy savings because such lamp is designed for special applications or has special characteristics not available in reasonably substitutable lamp types.

(E) The term "base" means the portion of the lamp which connects with the socket as described in ANSI C81.61–1990.

(F) The term "bulb shape" means the shape of lamp, especially the glass bulb with designations for bulb shapes found in ANSI C79.1–1980 (R1984).

(G) The term "lamp efficacy" means the lumen output of a lamp divided by its wattage, expressed in lumens per watt (LPW).

(H) The term "lamp wattage" means the total electrical power consumed by a lamp in watts, after the initial seasoning period referenced in the appropriate IES standard test procedure and including, for fluorescent, arc watts plus cathode.

Section LVIII, REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier sub-awards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to https://www.fsrs.gov .

ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at https://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. The total Federal funding authorized to date under this award is $25,000 or more;

ii. In the preceding fiscal year, you received;

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and

subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Sub-recipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if;

i. In the sub-recipient's preceding fiscal year, the sub-recipient received;

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

2. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Sub-awards and;

ii. The total compensation of the five most highly compensated executives of any sub-recipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Sub-award:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.

4. Sub-recipient means an entity that:

i. Receives a sub-award from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the sub-award.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount

recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Section LIX, CONFERENCE SPENDING

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Section LX, NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

Michael A. Pastor, Chairman Date
Gila County Board of Supervisors

Jefferson R. Dalton Date
Deputy Gila County Attorney, Civil Bureau Chief

Marian E. Sheppard Date
Clerk of the Board

OFFICE OF GRANTS AND FEDERAL RESOURCES

Matthew Hanson Date
Statewide Grants Administrator

AMENDMENT # 2
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#EW-ESA-14-4181-02Y2

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY GOVERNMENT

Pursuant to section **XXXVIII, AMENDMENTS,** the following section of the above referenced Weatherization Low-Income Assistance Agreement is hereby amended as follows:

Section V, MANNER OF FINANCING
Pursuant to Terms and Conditions, "Manner of Financing," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $4,213.67, as an additional amount to the reimbursement ceiling for FY15, inclusive of administrative and program funds.

The additional amount is provided under Amendment 1 to the U.S. Department of Energy's Grant No. DE-EE0006139, allowing the subgrantee's carryover of unobligated balances remaining at the end of FY 2014 for use in the FY15 budget.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY GOVERNMENT

12-16-14
Michael A. Pastor, Chairman — Date
Board of Supervisors

12-16-14
Date
Bryan Chambers
Deputy County Attorney/Civil Bureau Chief

12-16-14
Marian E. Sheppard — Date
Clerk of the Board

GOVERNOR'S OFFICE OF ENERGY POLICY

11-12-14
Leisa B. Brug — Date
Director

11/5/14
Travis Price — Date
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 1
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#EW-ESA-14-4181-02Y2

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY GOVERNMENT

Pursuant to section **XXXVIII, AMENDMENTS,** the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section II, TERM OF AGREEMENT
This amendment provides a new contract award amount for the second year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2014 through June 30, 2015.

Section III, DESRIPTION OF SERVICES
Pursuant to Terms and Conditions, "Description of Services," Section III D.2. under Program Specific Requirements, is amended to revise the adjusted average cost per dwelling unit amount to $6,987.

Section III, DESRIPTION OF SERVICES
Pursuant to Terms and Conditions, "Description of Services," Section III D, under Program Specific Requirements is amended to add a new section entitled, *Quality Work Plan Requirement,* at the end of section IIID, as follows:

Quality Work Plan Requirement

1. Subgrantee must develop a quality control work plan in accordance with U.S. DOE Weatherization Program Notice (WPN) 14-4 requirements for the Quality Control Inspection and must submit it to OEP in writing on or before December 31, 2014.

2. Subgrantee must have the agency's person or contractor of choice selected for the Quality Control Inspection certified as a Quality Control Inspector by no later than May 31, 2015.

3. The agency's selected person or contractor of choice must meet the qualifications to sit for the Quality Control Inspector Exam and have an understanding of NREL's Job Task Analysis for the Quality Control Inspector.

4. The Quality Control Inspector/contractor must have a copy of the state's field guide, paper or digitally, and have knowledge of the Standard Work Specification (SWS), along with a good understanding of both requirements.

5. Subgrantee will be provided a copy of the state's Field Guide by OEP on or before June 30, 2015 and must sign a receipt of delivery, per WPN 14-4.

6. Subgrantee must flow down the state's Field Guide to all sub-contractors and a receipt of delivery must be received by the Subgrantee and put into the contractor's file, per WPN 14-4.

7. Beginning July 1, 2015, all work performed on eligible Weatherization client homes must meet the standards set forth in the state's Field Guide and the SWS. This requirement must flow down to all subcontractors, per WPN 14-4.

8. Beginning July 1, 2015, before a job can be submitted into the database and counted as a completed job it must have been Quality Controlled Inspected by a certified Quality Control Inspector to make sure the job complies with the state field guide.

9. Beginning July 1, 2015, a signed inspection form stating the Quality Control Inspection was performed, when and who did it, must be signed off and put into the client's file by the Inspector.

10. Subgrantee must keep current with U.S. DOE Weatherization Program rules, regulations and WPN's which can be located at WAPTAC.org.

11. Subgrantee is responsible for all work performed on the client home, whether done by contractor or in-house crews.

Section V, MANNER OF FINANCING

Pursuant to Terms and Conditions, "Manner of Financing," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $26,468, as a reimbursement ceiling for FY15, inclusive of administrative and program funds.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY GOVERNMENT

9-2-14

Michael A. Pastor, Chairman — Date
Board of Supervisors

9-2-14

Bryan B. Chambers — Date
Deputy Attorney Principal

Laurie Kline for: 9-2-14

Marian E. Sheppard — Date
Clerk of the Board

GOVERNOR'S OFFICE OF ENERGY POLICY

7/25/14

Leisa B. Brug — Date
Director

7/28/14

Travis Price — Date
Compliance Finance and Procurement Manager
Office of the Governor

Bejarano, Cecilia

From: Michael Frary [MFrary@az.gov]
Sent: Wednesday, July 30, 2014 8:48 AM
To: Bejarano, Cecilia
Subject: RE: DOE Weatherization contracts

After looking into the 02Y3 and 02Y2, they are for internal purpose only and have no bearing on the contact you received, the contract number stays the same, and those numbers are just admin codes for us.

Michael Frary | Manager, Building Science and Efficiency
Arizona Governor's Office of Energy Policy
T 602 771 1148 | **F** 602 771 1203 | **E** mfrary@az.gov
1700 West Washington Street | Suite 250 | Phoenix, AZ 85007
www.azenergy.gov

From: Bejarano, Cecilia [mailto:cbejarano@gilacountyaz.gov]
Sent: Tuesday, July 29, 2014 1:21 PM
To: Michael Frary
Subject: RE: DOE Weatherization contracts

Hello,
I am preparing to enter Amendment No. 1 to go before the BOS for approval but I have a question on the Contract No. The number on this amendment says EW-ESA-14-4181-02Y2 but the number on the item that was approved in November by the Board is EW-ESA-14-4181-02Y3. I have attached the first page of this item. Do these 2 items pertain to the same contract or are they different? I'm not sure if 02Y2 should be 02Y3.
Thanks much for your help.....

From: Buzan, Malissa
Sent: Tuesday, July 29, 2014 1:13 PM
To: Bejarano, Cecilia
Subject: FW: DOE Weatherization contracts

From: Michael Frary [mailto:MFrary@az.gov]
Sent: Monday, July 28, 2014 4:21 PM
To: mlrosales@cahrapinal.org; Gloria Dunagan; Lucy Rangel; Buzan, Malissa; Eylicio, Gabrial; Amy Jacobson; Yvonne Seel - HSDX; Daniel Boyle; Bob Baca; Quinton Harmon; Daniel Tylutki; Jesus Duran; John.Matheny@pima.gov; Yvette Ramirez; Gustavo Campillo; J.R. Ramirez; Terisha Ellis; Hector Silvain; Gina Whittington; Jack Valentine; Rayers-benavidez@turnanewleaf.org; vivian.ybanez@phoenix.gov; erynn.crowley@phoenix.gov; truly.sielaff@phoenix.gov
Cc: Linda Brumm; Les Woody; Evelyn Billings
Subject: DOE Weatherization contracts

To all,

Please keep an eye on the mail, DOE contracts were dropped in the Fed EX box today for delivery, you should be receiving them in the next few days. There are three copies of the signed amendment, please have all three signed,

returning two of them to the address on the cover letter along with the other required information and keeping the third signed copy for your agency. If you have any questions fell free to contact me

---

Michael Frary | Manager, Building Science and Efficiency
Arizona Governor's Office of Energy Policy
T 602 771 1148 | **F** 602 771 1203 | **E** mfrary@az.gov
1700 West Washington Street | Suite 250 | Phoenix, AZ 85007
www.azenergy.gov

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

EW-ESA-14-4181-02Y3

Between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY

And the

GILA COUNTY GOVERNMENT

This Weatherization Low-Income Assistance Agreement ("Agreement" or "Contract") is entered into by and between the State of Arizona, Governor's Office of Energy Policy ("Grantor"), located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007 and Gila County, Office of Community Services ("Grantee"), located at 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 41-101.01 and Executive Order 2011-02 authorizes the Grantor to execute and administer contracts.

WHEREAS, A.R.S. § 41-2702 authorizes a state governmental unit to award a grant to a corporation and A.R.S. § 41-2703 authorizes the Department of Administration to waive the solicitation and award procedures under certain circumstances.

WHEREAS, the Department of Administration has approved the request for waiver of solicitation and award procedures for the Grantee in a letter dated June 14, 2013.

WHEREAS, A.R.S. §§ 11-201 and 11-251 authorize the Gila County Government to execute and administer contracts.

WHEREAS, the Grantor desires to engage the Grantee to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the U.S. Department of Energy ("DOE") Low-income Weatherization Assistance Program authorized under Title IV of the Energy Conservation and Production Act, as amended, which directs the DOE to administer the Weatherization Assistance Program (42 U.S.C. 6861-6873), including applicable regulations under 10 C.F.R. 600 and 10 C.F.R. 440 and other policies and procedures as DOE may prescribe for the administration of financial assistance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this agreement as follows:

I. PURPOSE OF AGREEMENT

The Grantor hereby grants funding to the Grantee solely for the project and in the following amount set forth herein. The Grantee shall implement weatherization services under the terms of this Agreement. The purpose of the Weatherization Assistance Program ("Program") is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

The Grantee agrees to comply with all applicable federal and state statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Grantor will provide the

financial, programmatic and administrative guidelines and statutory program purposes for the grant program funding. The Grantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds.

II. TERM OF AGREEMENT/ EFFECTIVE DATE

The term of the Agreement shall commence upon signature by both parties and shall remain in effect until June 30, 2014, contingent upon final Federal funding, unless terminated, canceled or extended as otherwise provided herein.

III. DESCRIPTION OF SERVICES

The Grantee shall:

A. Implement weatherization services under the terms of this Agreement in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Grantee's service delivery area.

B. Complete activities in accordance with Exhibit A, Budget, incorporated into this Agreement by reference.

C. Perform the services under this Agreement, in accordance with Exhibit B, Weatherization Program Requirements, incorporated into this Agreement by reference. Program requirements may change, at which time the Grantee will be notified by the Grantor. Upon notice from the Grantor, the Grantee shall perform the services in accordance with the updated requirements provided with the written notification.

D. Adhere to the following **Program Specific Requirements**:

Regulation Requirements:

1. As applicable, the Grantee must follow conditions set forth by DOE, 10 C.F.R. Pt. 440, and the Grantor, in conjunction with the Arizona Department of Economic Security ("DES").

2. Ensure that the adjusted average cost per dwelling unit for labor, materials and program support expenditures shall not exceed $6,904 using DOE Program funds. As part of this per dwelling unit adjusted average, renewable energy measures cannot exceed $3,445. The adjusted average for renewable energy measures is not a separate average, but a part of the overall adjusted average expenditure limit of $6,904.

3. Agree that all measures must be determined to be eligible as cost-effective as set forth by the Program.

4. Agree that total expenditures on Health and Safety and Durability measures are subject to budget limitations. Prior written approval by the Grantor is required for any Health and Safety and Durability measures that cost $2,000 or more per house unit. The Health and Safety and Durability measures must be limited to risk mitigation improvements that are "energy related." Priority shall be given to expending Program Operations so that the Health and Safety budget portion is not expended before the Program Operations.

Program Financial Eligibility and Certification Requirements

1. Eligible Population and Certification of Eligibility
   The Grantee is responsible to follow the current Arizona Department of Economic Security ("DES") Low-Income Home Energy Assistance Program ("LIHEAP") Policy Manual requirements for income eligibility at or below 200% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

2. Income Eligibility
   Applicants are eligible whose income is at or below 200% of the Federal Poverty Guidelines income determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

3. Priority
   Priority shall be given to identifying and providing weatherization assistance to the following households:
   - Elderly persons
   - Persons with disabilities
   - Families with children
   - High residential energy users and households with a high energy burden

Prohibition Against Weatherization Services

1. Dwelling Units
   i. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this Agreement.
   ii. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this Agreement.

Prior Written Approval Requirements

Prior written approval from the Grantor is required on the following:

1. All purchases of Program vehicles or equipment over $4,999.
2. All purchases of a lease or a lease-purchase of vehicles or equipment.
3. The Grantor and/or DOE sponsored Weatherization training, Program sessions, or workshops charged to Weatherization that exceed $500 in costs. The Grantee must submit the Training and Technical Assistance form provided by the Grantor to obtain prior permission.
4. Weatherization training, Program sessions, or workshops not sponsored by the Grantor or DOE and charged to Weatherization. The Grantee must submit the Training and Technical Assistance form provided by the Grantee to obtain prior permission.
5. Adjustments to line items in the Agreement budget.
6. Purchase of extended warranties for installed items on client homes.
7. Weatherization of all rental properties of five (5) or more units per building.
8. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
9. Specific references to written approval requirements listed in the latest edition of the Weatherization Program Requirements, attached as Exhibit B.
10. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
11. Homes that have been weatherized after September 30, 1994 and reported to the Grantor for contract credit.
12. All Health and Safety and Durability measures costing $2,000 or more per house unit.
13. Failure to comply with these requirements will result in disallowed program costs that will not be paid through the grant program.

Eligibility for State or Local Public Benefits; Documentation and Violations

Grantees providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled,

periodic process and documentation audits to endure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this Agreement.

Historic Preservation
Prior to the expenditure of Federal funds to alter any structure or site, the Grantee is required to comply with the requirements of Section 106 of the National Historic Preservation Act ("NHPA"), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Grantor and the State Historic Preservation Officer have developed a Statewide Programmatic Agreement. As long as the Grantee adheres to a scope of work in conformance with this executed agreement, the Grantee need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at http://www.azenergy.gov/HistoricPreservation.aspx. Additional information is also available at the U.S. Department of Energy website at http://www1.eere.energy.gov/wip/historic_preservation.html.

Inventory
The Grantee shall maintain a current list of all non-expendable inventory equipment, with an individual cost of $500 and over, which has a useful life of more than a year and is available for use in Weatherization. This list shall include:

1. A description of the inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number and the agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data – date and method of disposal

The Grantee shall update the Program Equipment Inventory list at the end of the Program year. The inventory list shall include any inventory acquisition, disposition, and the condition changes during the Program. Upon request by the Grantor, a copy of the Grantee's Program Equipment Inventory list shall be provided.

Property
All inventories acquired by funds provided through this Agreement become program property. Title to inventory acquired and defined under the Agreement may vest upon expiration of the agreement, provided all terms and conditions of the Agreement have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102 and 10 C.F.R. Pt. 600.232(A).

The Grantee shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through this Agreement with the Grantor. Equipment and vehicles no longer required for Program operation shall be reported to the Grantor prior to disposition. When the Agreement is terminated, the disposition of all inventory acquired with funds from this Agreement shall be determined as follows:

The Grantor may allow continued use of Program inventory provided that a new agreement is executed and the inventory continues to be used as originally intended.

The Grantor may sell inventory to the Grantee, at fair market value, if the Grantee wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the Grantor.

The Grantor may take possession of the inventory.

Client File Requirements

1. Separate File
   A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this Agreement. The client file shall be retained by the Grantee for a minimum of five years after the termination of the Agreement and be available for inspection by representatives of the Grantor with reasonable advance notification.
2. Program Application Form
   A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of Program eligibility.
3. Fuel Information Release Form
   A Fuel Information Release Form signed by the applicant to allow the Grantee or the Grantor to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign a Fuel Information Release Form does not affect weatherization services available to applicants. If a fuel information release is not signed by the applicant, do not list the utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.
4. Rental Properties
   i. Rental properties may be weatherized under the terms of this Agreement. Prior written approval is required by the Grantor for all rental properties of five (5) or more units per building. Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Grantee and the rental owner/agent, as part of the job record and client job file.
   ii. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324(A)(4). The Grantee must obtain written permission from the Grantor prior to repairing or replacing any items in the rental property the landlord is required to maintain.

IV. REPORTING REQUIREMENTS

FINANCIAL:

A. The Grantee shall be paid on a cost reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request must be submitted monthly for those items submitted and approved in the budget inclusively.

B. The Grantee shall submit to the Grantor no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.

C. Reimbursement requests shall be submitted to the Grantor on a Payment Request Form and include the reporting month, dollar amount requested, original signature and date. The COMPLETED/SUBMITTED JOBS check-box section of the form must be marked with the appropriate choice and if applicable, attach documentation:
   - Completed/Submitted Jobs listing attached (Attach list)
   - Completed/Submitted Jobs listing sent via email to ebillings@az.gov (Send list by email to Evelyn Billings)
   - No completed Submitted jobs this month (No list is required)

D. The reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization

contractual requirements, the Grantor will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

E. Expenses charged to the Training and Technical Assistance ("T&TA") line item budget requires a T&TA form, which is provided by the Grantor, to be completed and filed with the Financial Report Form in order for reimbursement to be paid. Weatherization training, Program sessions, or workshops that will exceed $500 or more in cost must have prior written approval from the Grantor. Any training Program sessions or workshops not sponsored by the Grantor or DOE and charged to Weatherization must have prior written approval from the Grantor.

F. The Grantee shall use the forms provided by the Grantor to submit financial expenditure reports. The forms will be sent to the Grantee upon receipt of the signed Agreement.

PROGRAMMATIC:

A. Weatherization Program Database Website

- For each dwelling unit completed, the Grantee shall input in the database the client information, house occupant information, and data on house characteristics, combustion safety, diagnostics and work performed to the fullest extent possible.

- No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

B. List of Client Jobs

- A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form.

C. Financial Report Form

- The Financial Report Form shall show per line item current expenditures of the reporting period, and the cumulative expenditures to date.

D. Monthly Detailed Expense Reports

- Detailed financial expense documentation reports generated by the Grantee's accounting system that reflect the Grantee's Weatherization budget expenses must be submitted monthly with the Payment Request Form for the purpose of fiscal desk-audit monitoring.

E. Report Submittal Requirements

- The Payment Request Form and Financial Report Form shall be mailed to the Grantor no later than the twelfth (12th) working day of the month on or before 5:00 p.m., taking into consideration any State holiday.

- Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

- Fiscal Year final reports shall be submitted no later than the 25th day of the month following year end. If the 25th day falls on a weekend, the final report is due on the preceding Friday.

F. Submittal Address

- All payment Request Forms and Report Forms must be directed to:

G. Service Territory
- Gila County, excluding tribal organizations.

H. Unduplicated Unit Goal
- Unduplicated unit goal determination is calculated by dividing the DOE adjusted average cost per dwelling unit amount, as stated in Section III(D)(2) into the Program Operations line-item budget category amount.

- Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault of negligence of the Grantee.

V. MANNER OF FINANCING

Grantor shall:

A. Provide up to, and not exceed, $14,863 to the Grantee, as authorized by the Program, administered by the Grantor, for costs associated with the activities listed in Section III and Exhibit A, incorporated by reference.

B. Allow Program expenses for this Agreement beginning the effective date of this Agreement

C. Pay the Grantee on a reimbursement basis only, conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the Grantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Grantee under this Agreement.

D. Funding shall not be paid for any household that is not 100 percent complete and all work orders are closed out and the job has been submitted to the Grantor.

E. Require that any requested reimbursement must be submitted in an all-inclusive basis. The Grantor will not reimburse any item other than the all-inclusive funding contained on the budget form attached.

F. Reimburse travel expenses in accordance with the Grantee's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy and the prevailing Federal standard mileage rates.

G. Expend payments to the Grantee from the Low-income Weatherization Assistance Program, authorized under Title IV of the Energy Conservation and Production Act, as amended, C.F.D.A. No. 81.042.

H. Shall provide master templates for the Payment Request Form and the Financial Report Form for use by the Grantee when requesting DOE funds during the term of the Agreement.

VI. AGREEMENT RENEWAL

The Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period or amount. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new agreement. Consideration for renewal will also be based on results of Program and fiscal monitoring.

VII. NOTIFICATION REGARDING CHANGES

The Grantee shall notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the Program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement amendment issued by the Grantor.

VIII. FUND MANAGEMENT

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

A. Financial Management
B. Procurement
C. Personnel
D. Property
E. Travel

A system is adequate if it is: (1) ***written***; (2) ***consistently followed*** - it applies in all similar circumstances; and (3) ***consistently applied*** – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

IX. DUNS/CCR

Each successful recipient who is awarded $25,000 or more must provide the following prior to an agreement being executed: (a) Dun and Bradstreet Universal Numbering System ("DUNS") number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration ("CCR") database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at http://fedgov.dnb.com/webform. The CCR registration information may be found at https://www.sam.gov/portal/public/SAM/.

X. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act ("FFATA") of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202(a) of Pub. L. No. 110-252, the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XI. SINGLE AUDIT

The Grantee agrees to comply with the organizational audit requirements of OMB Circular No. A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular No. A-133 audits are not satisfactory and promptly addressed.

Single Audit: Grant sub-recipients expending $500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular No. A-133, "Audits of States, Local Governments and Non-profit Organizations."

- If your organization is subject to the requirements of the A-133 Single Audit Act, then submit one copy of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- If your organization is not subject to A-133, submit one copy of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs.

- If your organization does not have a recently completed audit, submit one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

The audit submission requirement applies to each grant award year. A copy of the Grantee's A-133 or annual audit with any findings shall be provided to the Governor's Accounting Office within thirty (30) days following the annual audit, but no later than nine (9) months following the end of the Grantee's fiscal year. If your organization does not have a current audit completed, the written correspondence requesting an extension must be attached. The correspondence must indicate the timeframe for completion and/or the requested extension date. Information on Federal Single Audits, OMB Circular No. A-133 may be found on OMB's website at www.omb.gov/grants.

XII. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

Grantees must comply with the applicable Uniform Administrative Requirements and Cost Principles as indicated in the table below. This information may be reviewed in greater detail at the following links:

OMB Circulars: http://www.whitehouse.gov/omb/circulars/index.html
OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Administrative Requirements	
OMB Circular A-102	"Grants and Cooperative Agreements with State and Local Governments."
2 CFR Part 215	"Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (28 CFR Part 70)
Cost Principles	
2 CFR Part 220	"Cost Principles for Educational Institutions (28 CFR Part 66)
2 CFR Part 225	"Cost Principles for State, Local, and Indian Tribal Governments" (28 CFR Part 66)
2 CFR Part 230	"Cost Principles for Non-Profit Organizations"
Audit Requirements	
OMB Circular A-133	"Audits of States, Local Governments, and Non-Profit Organizations" (28 CFR Parts 66 and 70)

XIII. STATEMENT OF FEDERAL STEWARDSHIP

The DOE will exercise normal federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

XIV. SITE VISITS

The DOE's authorized representatives and the Grantor have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grantee must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XV. PUBLICATIONS

Grantees are encouraged to publish or otherwise make publicly available the results of the work conducted under the award. An acknowledgment of the DOE's support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy and the Governor's Office of Energy Policy under Award Number DE-EE0006139."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

XVI. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The Grantee must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

XVII. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

Nonprofit organizations are subject to the intellectual property requirements at 10 C.F.R. § 600.136(a), (c), and (d). All other organizations are subject to the intellectual property requirements at 10 C.F.R. § 600.136(a) and (c).

600.136 Intangible property.
(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The DOE has the right to:
(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
(d)(1) In addition, in response to a Freedom of Information Act ("FOIA") request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. § 552(a)(4)(A)).

XVIII. LOBBYING RESTRICTIONS

By accepting funds under this award, the Grantee agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

XIX. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

XX. DECONTAMINATION AND/OR DECOMMISSIONING COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning ("D&D") of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its

facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

XXI. MINIMUM PRIVACY PROTECTIONS REGARDING APPLICANT INFORMATION

1. The Grantee and its subcontractors shall be required to treat all requests for information concerning applicants and recipients of Program funds in a manner consistent with the federal government's treatment of information requested under the FOIA, 5 U.S.C. § 552, including the privacy protections contained in Exemption (b)(6) of the FOIA., 5 U.S.C. § 552(b)(6). Under 5 U.S.C. § 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

2. A balancing test must be used in applying Exemption (b)(6) in order to determine:
   A. Whether a significant privacy interest would be invaded;
   B. Whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
   C. Whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

3. A request for personal information including but not limited to the names, addresses, or income information of Program applicants or recipients would require the Grantor to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.

4. Given a legitimate, articulated public interest in the disclosure, the Grantor and other service providers with the Grantor's approval may release information regarding recipients in the aggregate that does not identify specific individuals. However, the Grantor or service provider with the Grantor's approval must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

XXII. WASTE STREAM

The Grantee assures that it will create or obtain a waste management plan addressing waste generated by a proposed project prior to the project generating waste. This waste management plan will describe the recipient's or sub-recipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed project. The Grantee shall ensure that the project is in compliance with all federal, state and local regulations for waste disposal. The Grantee shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

XXIII. HEALTH & SAFETY

The nature of the work to be performed under this Agreement is inherently hazardous. In performance of work under this Agreement, the Grantee shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

XXIV. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

The Grantee or any subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. §§ 651-678).

XXV. PUBLIC AGENCY LANGUAGE ONLY-INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the

Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

XXVI. INSURANCE REQUIREMENTS

In the event the Grantee or sub-contractor(s) is/are a public entity, then such public entity shall provide a Certificate of Self-Insurance.

XXVII. ARIZONA LAW

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code ("UCC") as adopted by the State of Arizona and the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

XXVIII. SEVERABILITY

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

XXIX. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

XXX. RECORDS

Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each sub-grantee to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

XXXI. NON-DISCRIMINATION

The Grantee shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.

XXXII. AUDIT

Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Grantee's or any sub-grantee's books and records shall be subject to audit by the State and, where applicable, the federal government, to the extent that the books and records relate to the performance of the Contract or sub-grant.

XXXIII. ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

The Grantee shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Grantor.

XXXIV. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Grantee shall flow down this requirement to all sub-grantees utilized during the term of the Contract. The State shall retain the right to perform random audits of the Grantee and sub-grantees records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any sub-grantees be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension and/or debarment of the Grantee.

XXXV. E-VERIFY

In accordance with A.R.S. § 41-4401, the Grantee warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

XXXVI. OFF-SHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by sub-grantees at all tiers. The Grantee shall declare all anticipated offshore services to the Grantor.

XXXVII. AVAILABILITY OF FUNDS

Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State fiscal year until funds are made available for performance of this Contract.

XXXVIII. AMENDMENTS

The Contract may be modified only through a contract amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing by the Grantor or made unilaterally by the Grantee are violations of the Contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Contract based on those changes.

XXXIX. SUB-GRANTEES

The Grantee shall not enter into any sub-grant under this Contract for the performance of this Contract without the advance written approval of the Grantor. The Grantee shall clearly list any proposed sub-grantees and the sub-grantee's proposed responsibilities. The sub-grant shall incorporate by reference the terms and conditions of this Contract.

XL. ASSIGNMENT AND DELEGATION

The Grantee may not assign any right or delegate any duty under this Contract without the prior written approval of the Grantor.

XLI. COMPLIANCE WITH APPLICABLE LAWS

The Grantee shall comply with all applicable federal, state and local laws, and shall maintain all applicable licenses and permit requirements.

XLII. RIGHT TO ASSURANCE

If the State in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Contract, the Grantor may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

XLIII. STOP WORK ORDER

The Grantor may, at any time, by written order to the Grantee, require the Grantee to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Grantor after the order is delivered to the Grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of the work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Grantee shall resume work. The Grantor shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

XLIV. NON-EXCLUSIVE REMEDIES

The rights and remedies of the State under this Contract are not exclusive.

XLV. NONCONFORMING TENDER

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Grantor may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the UCC, or pursue any other right or remedy available to it.

XLVI. RIGHT OF OFFSET

The Grantor shall be entitled to offset against any sums due the Grantee, any expenses or costs incurred by the Grantor, or damages assessed by the Grantor concerning the Grantee's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

XLVII. CANCELLATION FOR CONFLICT OF INTEREST

In accordance with A.R.S. §38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. §38-511.

XLVIII. SUSPENSION OR DEBARMENT STATUS

The State may, by written notice to the Grantee, immediately terminate this Contract if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.

XLIX. TERMINATION FOR CONVENIENCE

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all sub-grantees of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

L. TERMINATION FOR DEFAULT

In addition to the rights reserved in the Contract, the Grantor may terminate the Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Grantor shall provide written notice of the termination and the reasons for it to the Grantee.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to the Grantor on demand.

The Grantor may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Grantee shall be liable to the Grantor for any excess costs incurred by the Grantor in procuring materials or services in substitution for those due from the Grantee.

LI. ARBITRATION AND ATTORNEYS' FEES

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41). Venue shall be in Maricopa County, Arizona. Each party shall bear their own fees and costs in any litigation or arbitration.

LII. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to Grantee:
Gila County Government
Office of Community Services
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Contractual/Financial Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Correspondence to Grantor:
The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact
GOEP Assigned Auditor

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

GRANTEE:
Gila County Government
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

GRANTOR:
Governor's Office of Energy Policy
1700 West Washington, Suite 250
Phoenix, Arizona 85007

Michael A. Pastor 11-5-13
Michael A. Pastor Date
Chairman, Gila County Board of Supervisors

Leisa B. Brug 10-16-13
Leisa B. Brug Date
Director
Or Authorized Signatory

11-5-13
Bryan B. Chambers Date
Deputy Attorney Principal

10/16/13
Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

Attest:

Marian Sheppard 11-5-13
Marian E. Sheppard Date
Clerk Of The Board

Exhibit A - Budget	
GILA COUNTY	
DOE Weatherization Program Budget	
OEP Contract Number EW-ESA-14-4181-02Y3	**DOE BUDGET**
Contract Term to 6-30-2014	
1. Administration Costs	$1,569.00
2. Training and Technical Assistance (T&TA)	$1,607.00
3. Program Operations	$9,350.00
4. Financial Audit	$0.00
5. Health and Safety	$2,337.00
6. Liability Insurance	$0.00
Budget Total	**$14,863.00**

EXHIBIT B

WEATHERIZATION

PROGRAM REQUIREMENTS

JULY 1, 2013
EDITION

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PROPER ORDER FOR INSTALLING MEASURES

1. Health and Safety
2. Low Cost, No Cost
3. Cost Effective

INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy (OEP).

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather records and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

- A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.
- The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.
- The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.
- A health and safety audit of the structure must be completed and the findings documented following the Reporting procedures.
- A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

- The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.
- The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.
- Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measures that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be met in addition to any other measures for which the REM Design is being conducted.

- The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.

Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.

Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs.

Pressure Diagnostic Decision Tree
The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

Level One: Homes with Central Forced Air Heating or Cooling
The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

Level Two: Homes with No Central Forced Air Heating or Cooling
The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

Possible cost effective envelope sealing: Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

Combustion appliance zone testing: The Worst Case Pressure Test must be performed in **all** zones that contain a combustion appliance.

Testing Procedure

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE**. If a test is not performed, documentation must be provided in all cases stating the rational for not following the testing procedure.

1. Initial air leakage and room pressure tests
2. Duct repair
3. Envelope air sealing
4. Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:

- These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.
- Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.
- Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of –3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of –3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed,** no air sealing or duct repair can be completed.
- Perform zonal pressures and record the results.
- Perform initial Whole House CFM50 Test and record the results.
- Perform Pressure Pan Test and record initial pressure difference.
- Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

- Duct repair can only be performed under the supervision of a trained technician.
- In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
- After initial duct repair is performed, evaluate if additional duct repair is possible.
- Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

- All duct repairs must be completed and tested out before envelope air sealing.
- Envelope air sealing can only be performed under the supervision of a trained technician.
- In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
- Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
- Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

- All duct repair and air sealing must be completed before room pressure balancing.
- Room pressure balancing can only be performed under the supervision of a trained technician.
- In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.

- Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
- Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if additional pressure balancing is needed.
- Once pressure balancing is completed, repeat room pressure tests and record results.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

Note: Gas/propane stoves cannot be replaced utilizing DOE funds.

Carbon Monoxide Tests

Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.
For gas ovens, CO shall be measured at steady-state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests
Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances, the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2 feet downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	– 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods

Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety

The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air

Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.

The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area X height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks

Tests for possible cracked heat exchanger must be performed on all systems possible.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector who did not conduct the initial energy audit and not directly involved with the completion of the job. Special consideration will be taken for subgrantees with limited staff or long distance travel. Subgrantees who would like to request a waiver for this requirement must submit in writing a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be met and how they plan to address conducting the final inspections. This letter must be submitted annually at contract time.

- The final inspection shall verify that the house characteristics reported are correct.

- The inspection shall verify that all cost effective opportunities were completed.
- The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.
- The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.
- The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

CLIMATE ZONES

Arizona Climate Zones used for the Cost Effective Priority Lists are the International Energy Conservation Code (IECC) 2009 and can be found at http://energycode.pnl.gov/EnergyCodeReqs/?state=Arizona

FUEL SWITCHING

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

DOE Approved Priority Lists

Current Priority list was approved by DOE in September 2011

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list.
- The home being weatherized does not meet the assumptions square footage + or – 50 percent.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.
- Fuel swapping as a cost effective measure, see below.

It is expected that if a site specific computer energy model is conducted, that the measures listed for the respected climate zone and building type are modeled with any additional measures and that the savings-to-investment report is created ranking all measures by SIR from greatest return to lowest.

Assumptions for Block Houses:
Pre and Post blower door = 2000 CFM @ 50 Pa
Uninsulated block walls U-value = 0.371
1000 Square Feet
15% Glazing
Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$45
Gas	$25
Electric Heat Pump	$25

2. Attic insulation to R-30
   a. If R-19 or less existing
3. CFLs
   a. If existing lighting is incandescent bulb in use for 2 hours per day or more
   b. Limit of 8 CFLs per client
4. Solar Screens
   a. Not to exceed $5.00 per square foot
5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$400
Electric Heat Pump	$340

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1,900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$70
Gas	$45
Electric Heat Pump	$45

2. Attic insulation to R-30
   a. If R-19 or less existing
3. CFLs
   a. If existing lighting is incandescent bulb in use for 2 hours per day or more
   b. Limit of 8 CFLs per client
4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$400

5. Install heat pump water heater
   a. If there is an existing electric water heat
   b. Cost not to exceed $1,900
   c. Existing System EF<=0.90
   d. EF >= 2.4
   e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
   f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install low-e storm windows on East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows.
    b. Emissivity <+0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$125
Gas	$70
Electric Heat Pump	$70

2. Attic insulation to R-38
   a. If R-19 or less existing
3. CFLs
   a. If existing lighting is incandescent bulb in use for 2 hours per day or more
   b. Limit of **8** CFLs per client
4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$425

5. Install heat pump water heater
   a. If there is an existing electric water heat
   b. Cost not to exceed $1,900
   c. Existing System EF<=0.90
   d. EF >= 2.4
   e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
   f. 4 or more residents
6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install low-e storm windows on East, West and North facing windows.
   a. If existing windows are single pane, aluminum windows.
   b. Emissivity <+0.22
   c. Cost of storm windows not to exceed $15.00/ square foot

Assumptions for Frame Built Houses:
1500 Square Feet
No attic insulation
No wall insulation (uninsulated 2X4 stud wall)
Windows starting at U=0.90 SHGC = 0.65
Windows are 15% of wall surface area
Pre and Post blower door = 2000 CFM @ 50 Pa

Arizona Frame Housing Priority List – Zones 2(Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$45
Gas	$25
Electric Heat Pump	$25

2. Attic Insulation to R-30
   a. If R-19 or less in attic
3. CFLs
   a. If existing lighting is incandescent bulb in use for 2 hours per day or more
   b. Limit of 8 CFLs per client
4. Solar Screen
   a. Not to exceed $5.00 per square foot
5. Dense Pack Side Wall Insulation
   a. Wall insulation not to exceed $2.50 per square foot
6. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$380
Electric Heat Pump	$370

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1,900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

Arizona Frame Housing Priority List – Zones 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$75
Gas	$45
Electric Heat Pump	$45

2. Attic Insulation to R-30
   a. If R-19 or less in attic
3. Dense Pack Side Wall Insulation
   a. Not to exceed $2.50 per square foot
4. CFLs
   a. If existing lighting is incandescent bulb in use for 2 hours per day or more
   b. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$375

6. Install heat pump water heater
   a. If there is an existing electric water heat
   b. Cost not to exceed $1,900
   c. Existing System EF<=0.90
   d. EF >= 2.4
   e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
   f. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows.
    b. Emissivity <+0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Arizona Frame Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$120
Gas	$70
Electric Heat Pump	$70

2. Attic Insulation to R-38
   a. If R-19 or less in attic
3. Dense Pack Side Wall Insulation
   a. Not to exceed $2.50 per square foot
4. CFLs
   a. If existing lighting is incandescent bulb in use for 2 hours per day or more
   b. Limit of 8 CFLs per client
5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$425

6. Install heat pump water heater
   a. If there is an existing electric water heat
   b. Cost not to exceed $1,900
   c. Existing System EF<=0.90
   d. EF >= 2.4
   e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
   f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows.
    b. Emissivity <+0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Mobile Home Assumptions:
Gas Price: $1.19/Therm (From Southwest Gas Website)
Electricity Price: $0.11/kWh (EIA)
Propane Price: $2.60/gal.

Existing Aluminum Window: U = 1.13 SHGC = 0.80
Replacement Window: U = 0.30 SHGC = 0.30

Existing Component Insulation:
Ceiling Insulation: 1 inch of fiberglass (assembly R = 4.6)
Alternate Ceiling Configuration: Assumes R-19 has been added to roof through rehab
Belly Insulation: Wings: 1 inch rigid board
Center Cavity: 1 inch fiberglass

Walls: 2 inches of fiberglass batt, degraded (assembly R= 7.4)

Zone 2 MH (Phoenix, Yuma)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Natural Gas and Propane with CAC	$25
Electric Heat Pump	$25

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$180
Electric Heat Pump	$250

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client
6. Solar Screens
    a. Cost not to exceed $5.00/ square foot

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1,900
    c. EF >= 2.4
    d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    e. 4 or more residents

Zone 3 MH (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Gas	$45
Electric Heat Pump	$45

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$230
Electric Heat Pump	$275

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1,900
    c. EF >= 2.4
    d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    e. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on the East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows
    b. Emissivity <=0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Zone 4 & 5 MH (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Natural Gas and Propane with CAC	$70
Electric Heat Pump	$70

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$425
Electric Heat Pump	$425

3. Mobile Home Roof Insulation
   a. If less than R-19
   b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
   a. If existing lights are incandescent and on 2 hours or more a day
   b. Limit of 8 CFLs per client
6. Install heat pump water heater
   a. If there is an existing electric water heat
   b. Cost not to exceed $1,700
   c. EF >= 2.4
   d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
   e. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on the East, West and North facing windows.
   a. If existing windows are single pane, aluminum windows
   b. Emissivity <=0.22
   c. Cost of storm windows not to exceed $15.00/ square foot

GENERAL WASTE HEAT ITEMS

Low Cost, No Cost

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

- Low-flow Showerhead- Minimum 1 plumbing permitted.
- Faucet Aerator- Minimum 1 plumbing permitted.
- Weather-stripping.
- Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit).
- Furnace or Cooling Filters (up to a one-year supply).
- Door Sweep.
- Pipe Insulation (If applicable).
- Set Back Thermostat.

Total cost of LCNC should not exceed $250 of total house cost.

Durability Measures

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement

Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

- **And all system replaced must be removed from property and disposed of properly per federal and state regulations**

Sizing and Installing HVAC Equipment

Minimum HVAC efficiencies:
AC: 13 SEER.
Heat Pump: 13 SEER and 7.7 HSPF.
Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.
  - Static Pressure must be within manufactures' specifications and must be documented.
  - Air flow must be crossed checked with Manufacture's specs using static pressure information and the fan performance table; airflow must be within 350 cfm and 450 cfm per tonnage. Actual air flow must be documented.

Evaporative Cooler Installation

It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is an allowed health and safety measure.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems

- New Ducts must be installed per Manual D and S guidance.
- All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines.
- All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the system's air handler capacity and must be documented.
- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.
- Static Pressure must be within manufacture's specifications and must be documented.

Repair of Existing Air Distribution Systems

All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques

A. Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.
- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.

- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.

It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

- (The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)
- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

- All new ductwork will be a minimum of R-8.
- Duct sealing materials shall have both excellent cohesive and adhesive qualities.
- Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.
- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

- Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.
- All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:
- Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
- Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
- Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
- Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
- Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
- Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
- Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
- Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility.

Cost Effectiveness

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statues (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

HEALTH AND SAFETY PLAN

- Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:
- Costs are reasonable as determined by DOE in accordance with this approved Master Plan;
- The actions must be taken to effectively perform weatherization; or
- The actions are necessary as a result of weatherization work.
- Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs. Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding $2,000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

Home Assessment & Client Evaluation

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12.)

Crew and client Health & Safety (H&S) issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any H&S issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

Occupant Preexisting or Potential Health Conditions

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues.

Health & Safety Issues

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be

informed of any Health or Safety risk discovered during the evaluation process in writing and written confirmation of receipt of that information by the client must be obtained and kept in the client file. A listing of Health and Safety issues are compiled, any of which that can't be corrected can result in a deferral on any given project. They are as follows:

Air Conditioning and Heating Safety

"Red tagged," inoperable or nonexistent HVAC system replacement, repair, or installation is allowed where climate conditions warrant, unless prevented by other guidance herein. Arizona climate involves a defined heating and cooling season with a Heating Degree Day (HDD) measurement range from 1180 to over 7200. The Cooling Degree Day (CDD) measurements in Arizona range from 573 to more than 5100. Arizona has a vast difference across the state due to the four recognized climate zones and the vast difference in elevation changes from a few hundred feet above sea level to more than 7,000 feet above sea level.

Research indicates of all people who die of heat stroke, about 80 percent are age 50 or older. Deaths attributed to lung disease, diabetes and hypertension increase more than 50 percent during heat waves. Heat stroke occurs 12 to 13 times more frequently in people age 65 and older than in younger persons. It is also an accepted medical fact that infants and children up to four years of age are very sensitive to the effects of high temperatures and rely on others to regulate their environment.

Air conditioning is the number one protective factor against heat-related illness and death effecting people with health issues. Therefore air conditioning system replacement, repair or installation is allowed to be categorized as health and safety in homes with occupants under four years old, over 65 years old and where there are at-risk occupants. Air conditioning system replacement, repair or installation must be attempted through cost justification as an ECM first before using H&S funding. Where this measure can be justified by the approved REM or EA-Quip audit, replacement, repair or installation is not to be included in health and safety.

Reminder - Air conditioning units cannot be installed on rental properties, as it is the requirement of the Landlord pursuant to the Arizona Landlord Tenant Act.

All replacement of HVAC equipment shall first be modeled in REM Design to attempt a SIR of 1 or greater prior to being installed as an H&S measure.

Houses with occupants between the ages of 4-64 requesting the need for air conditioning based on their health being at risk must provide a letter from a doctor defining the condition requiring an air conditioned environment and the maximum allowable air temperature relevant to that person's individual condition.

Repair of all combustible fuel line leaks from the meter or tank to the heating system or appliance are allowable H&S measures. Materials must meet federal, state, and local code. Repair (only) of gas cooking appliances in order to eliminate gas leaks and reduce unsafe levels of carbon monoxide in living area is allowed. Repair materials must meet federal, state and local code. Installation of protective materials on combustible surfaces adjacent to energy systems to meet NFPA clearance codes is allowable. Materials and installation must meet NFPA specifications. Materials must meet federal, state and local code.

Heating Systems

Heating systems are repaired or replaced, under H&S, when not operational or unsafe. This measure is taken in order to eliminate unsafe levels of carbon monoxide in the living area and to ensure adequate heating. Justification documentation in the form of the appropriate heat system checklist (per energy source) which includes all required diagnostic recordings for the individual unit, and photos demonstrating the specific issue(s) with the system must be in the client file. Replacement of operational units, where diagnostic readings are attainable, must be attempted to be cost justified as a ECM using regular weatherization funds with an SIR>1 before using H&S funds. A unit with a cracked heat exchanger where diagnostic readings are attainable must be attempted to be replaced through cost justification as an ECM first before using H&S funding. Replacement of non-operational units can only be from H&S funding.

Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the $2,000 threshold is exceeded.

Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case-by-case basis under the following conditions outlined:

- Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.
- Pictures of the old water heater are to be on file at subgrantee's office. Information and explanation on appropriate use and maintenance are to be provided to client after installation.
- Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.

Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard, the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Clients must be informed that suspected asbestos is present and how precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information and explanation on asbestos safety information and steps to correct deferral conditions (where applicable). The clients are required to a sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).

Biological and Unsanitary Conditions – odors, mustiness, bacteria, viruses, raw sewage, rotting wood, etc.

A sensory inspection is required. Clients must be informed of observed conditions. Clients must be provided information and explanation on how to maintain a sanitary home and steps to correct deferral conditions (where applicable).

Remediation of conditions that may lead to or promote biological concerns and unsanitary viruses is not an allowable cost. Addressing bacteria and viruses is not allowed. Cleaning or repairing biological and unsanitary conditions to perform weatherization is not allowed. Deferral may be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. Also see Mold and Moisture bullet below.

Building Structure and Roofing

Site conditions identified and documented by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that poses a safety hazard to its employees and subcontractors and cannot be corrected within the scope of the program. Building structure & roofing should be evaluated visually as to not disturb any existing conditions.

Building Structure – Structural problems with candidate dwellings can often lead to deferral because their scope is beyond the means of the program to treat. Beyond simple incidental repairs, such as roof patching, there is no feasible means to address severe structural defects.

During the pre-inspection or initial inspection of the dwelling, the evaluator must have access to all aspects of the structure in order to adequately and appropriately gather data for the REM energy audit if not using Priority List or to conduct the weatherization work itself. Clothing, dogs, trash or other impediments restricting access to any portion or portions of the dwelling that block necessary access, may constitute a deferral.

Building rehabilitation is beyond the scope of the WAP. H&S funds should not be used when the repair is a component of an ECM. In that case, the repair should be cost justified as an incidental repair. Clients must be notified of structurally comprised areas (where applicable).

Code Compliance

Correction of preexisting code compliance issues is not an allowable cost other than where they are triggered by performing weatherization measures. State and local (or jurisdiction having authority) codes must be followed while installing weatherization measures. Condemned properties and properties where "red tagged" health and safety conditions exist that cannot be corrected under this guidance should be deferred.
Per WPN11-6a if a permit is pulled to replace a HVAC system, water heater or other appliance requiring a permit and it is required by the municipality to upgrade all smoke alarms in the home to hardwire with battery backup, it would be allowed.

Clients must be notified of observed code compliance issues (where applicable). H&S funds should not be used when the repair is a component of an ECM, such as fixing a light fixture in order to install a CFL bulb. In this case the cost should be cost justified as an ECM with the associated incidental repair.

Combustion Gases

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

- Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.
- Testing natural draft appliances for draft and spillage under worse case conditions before and after air sealing.
- Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.
- Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?
Where the need for excavating equipment is brought.
Installing gutters on more than half the home.
An area more than 40 square feet where dirt is required to be moved.

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

Electrical, other than Knob-and Tube Wiring

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.
Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

Electrical, Knob-and Tube Wiring

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

Subgrantees are required to discuss and provide information and explanation to the client on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable).

Fire Hazards

Current inspection criteria (by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above) take into account fire hazards associated with combustion appliances including clearances and venting systems. Through fuel specific checklists, inspectors identify such hazards and make repairs accordingly with respect to budgetary and program limitations. Required adherence to appropriate NFPA codes when repairing or replacing equipment also minimizes the potential for fire hazards.

Correction of fire hazards is allowed when necessary to safely perform weatherization. Home evaluations include checking for fire hazards during the audit. Clients must be informed of observed hazards even if they will not be treated during weatherization.

Formaldehyde, Volatile Organic Compounds (VOCs) and other Air Pollutants

Formaldehyde and Volatile Organic Compounds (VOCs) – Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. Air sealing thresholds are maintained so that the presence of these pollutants are not concentrated and allowed to reach toxic amounts. However, this is primarily an occupant responsibility. In some cases, deferral may be an option.

Removal of pollutants is allowed and is required if they pose a risk to workers. If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred. Removal of pollutants that is not necessary to perform weatherization (e.g. cleaning old paint cans and oil out of the garages) is not allowed.

Clients must be informed of observed conditions and associated risks. Client must be given written information and explanation on safety and proper disposal of household pollutants (where applicable).

Injury Prevention of Occupants and Weatherization Workers – Measures such as repairing stairs and replacing handrails

Workers must take all reasonable precautions against performing work on homes that will subject workers or occupants to health and safety risks. Minor repairs and installation may be conducted only when necessary to effectively weatherize the home; otherwise these measures are not allowed.

The Initial Auditors/ Inspectors, as well as workers where jobs are in progress, are to observe if dangers are present that would prevent weatherization. Clients must be informed by auditors and/or workers of observed hazards and associated risks (where applicable).

Lead Based Paint

Presence of lead based paint associated with dwellings built before 1978. State policy mandates that all personnel working directly on dwellings shall participate in an eight (8) hour Lead Workers Safety class. With respect to Lead Based Paint issues, AZ WX uses an approach that addresses client safety and awareness, worker safety and awareness, and on-site practices.

The head of household of pre-1978 homes to be weatherized receives the informational pamphlet: "Renovating Right." The inspector will also conduct a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure. This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file.

All workers onsite on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

- Wear a tight fitting respirator and disposable coveralls.
- Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
- Spray water on disturbed areas to minimize dust.
- Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
- Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation is on file at each agency, verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

The head of household of every home to be weatherized receives the informational pamphlet: "Renovating Right." The inspector also conducts a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure.

The RRP requirements of client education apply. The agencies must give the client a copy of the EPA publication: July 2011 Edition of: *The Lead-Safe Certified Guide to Renovate Right Pamphlet* and have the client sign the Sample Pre-Renovation Form located in the back of the Pamphlet to certify the client has been given the pamphlet.

That signed form must be kept in the client's file to show proof the client has received educational material about the dangers of lead paint.

The certified renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. Although the certified renovator is not required to be on-site at all times, while the renovation project is ongoing, a certified renovator must nonetheless regularly direct the work being performed by other workers to ensure that the work practices are being followed. When a certified renovator is not physically present at the work site, the workers must be able to contact the renovator immediately by telephone or other mechanism. In addition, the certified renovator must perform the post-renovation cleaning verification.

Mold and Moisture

Limited water damage repairs that can be addressed by weatherization workers and correction of moisture and mold creating conditions are allowed when necessary in order to weatherize the home and to ensure the long term stability and durability of the measures. Where severe Mold and Moisture issues cannot be addressed, deferral is required.

The Arizona Weatherization program is not a mold remediation program and funds should not be used to test, abate, remediate, purchase insurance, or alleviate existing mold conditions identified during the audit by the Initial Auditor/ Inspector, the work performance period or the quality control inspection. Most typically, weatherization services may need to be delayed. All local agencies must include some form of notification or disclaimer to the client upon the discovery of a mold condition and what was specifically done to the home that is expected to alleviate the condition and/or that the work performed should not promote new mold growth.

Major moisture problems that cannot be corrected within the scope of the program such as:

- An enclosed crawlspace or basement that has standing water for significant periods of time due to inadequate ground or surface water drainage.

- Any building with no overhangs and no gutters, exhibiting signs of major moisture problems such as blistering paint and extensive mold/mildew on the inside of the house.

The clients must be provided with a disclaimer on mold and moisture awareness.

Occupational Safety and Health Administration (OSHA) and Crew Safety

Workers must follow OSHA standards and Material Safety Data Sheets (MSDS) and take precautions to ensure the health and safety of themselves and other workers. MSDS must be posted wherever workers may be exposed to hazardous materials.

MSDS information is monitored during OEP compliance monitoring. Field monitoring performs unit file review for evidence of safe work practices. Field monitoring of in-progress units will perform assessments to determine if crews are utilizing safe work practices.

OSHA 10 hour training for all workers, including contractors, assessors, and inspectors, is required. OSHA 30 hour training is required for all crew leaders and OEP Monitor/Trainers by June 30, 2012. All new employees must obtain OSHA 10 or 30 depending on their position held within 180 days of hire. This training can be obtained in various ways. The following are suggested resources.

Classroom Training.
Construction 10 hour and Construction 30

Southwest Building Science Technical Center

Online Training
OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

Information on obtaining OSHA outreach classes in construction
To find in-person training conducted by an authorized OSHA Outreach Trainer:

1. See www.OutreachTrainers.org to find outreach trainers and/or their schedules.
2. We can send a list of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.
3. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html
4. The OSHA Consultation office in your area may offer it, see www.osha.gov/dcsp/smallbusiness/consult_directory.html

Pests

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceeded 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

Radon

Whenever site conditions permit, exposed dirt must be covered with a vapor barrier except for mobile homes without skirting or an exterior under surface that serves as a vapor barrier. In homes where radon may be present, precautions should be taken to reduce the likeliness of making radon issues worse. In extreme cases deferral may be an option.

In the State of Arizona, Radon testing or remediation is not an allowable H&S measure. Clients must be provided with the EPA consumer's guide to radon.

Refrigerant

Refrigerators are allowed to be replaced as an ECM only. All reclaimed refrigerant processes must follow the Clean Air Act 1990, section 608, as amended by 40 CFR82, 5/14/93. All EPA testing protocols must apply to any testing. Clients are to be advised not to disturb refrigerant. Anyone working with refrigerant, within or employed by the WAP, must have the appropriate training, either an EPA-approved section 608 type I or universal certification. For any appliance containing refrigerant, disposal must include refrigerant reclamation.

Non-certified technicians may not attach or disconnect hoses of gauges to measure pressure within the appliances, top-off or remove refrigerant from appliances or otherwise damage the integrity of the appliance.

Smoke, Carbon Monoxide Alarms, and Fire Extinguishers

1. Weatherization agencies must install carbon monoxide (CO) alarms and smoke alarms in dwelling units where these devices are nonexistent or non-functioning.
2. CO alarms must be, UL listed, installed in accordance with the manufacturer's recommendations and located in compliance with state and local building codes and must have the capability to accurately detect and display low levels of carbon monoxide to 10 ppm and comply with other program requirements.
3. Smoke alarms must be, installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72 and other program requirements.
4. Where multiple smoke alarms are required interconnection is required. Actuation of any one smoke alarm shall activate all of the alarms in the individual unit. Hard wiring and interconnection is not required in existing areas provided:
    a. The alteration or repair does not cause the removal of wall or ceiling finishes exposing the structure, and no attic, crawl or basement is available which can provide access for hard wiring and interconnection without the removal of interior finishes.
5. On average no more than two smoke alarms will be installed in a home unless a permit is pulled and code compliance for the municipality the home is located in states differently.
6. If the home has an attached garage or carport, a smoke and CO detector are required to be installed if none are present.
7. If the home is all electric with no attached garage or carport, only smoke alarms are needed.
8. Providing fire extinguishers is allowed only when solid fuel is present. Fire extinguishers must be installed, according to the manufacture's recommendations, be type ABC, UL listed, $\leq$ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when standing at the unit. The agency must discuss and provide information on the use and upkeep of the extinguisher to the client.

Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

- Dangers of CO and smoke.
- How to operate and reset the CO and smoke alarms.
- How to read the CO alarm if there is a digital display.

- How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise.)
- The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.
- If these symptoms are present, shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.
- How to change the batteries of CO and smoke alarms.

Solid Fuel Heating (Wood Stoves, etc)

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

Stand Alone Electric Heaters

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

Space Heaters, Unvented Combustion

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO2, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

Space Heaters, Vented Combustion

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

Spray Polyurethane Foam (SPF)

Use EPA recommendations (available online at http:www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using

foam products must receive training on the proper use of these various products and understand the specification for each application type. Documentation of installers viewing an installation video or online training and verification of reading and understanding product use information must be kept at the service provider agency. MSDS sheets are mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

Ventilation

Subgrantees will follow ASHRAE 62.2 2010 to the fullest extent possible as required by DOE WPN 12-1. With the anticipation of ASHRAE standard 62.2 2013 being released in the summer of 2013, the state of Arizona will adopt the new standard in January 2014 if it is released in 2013 for the subgrantees to follow.

Window and Door Replacement, Window Guards

Replacement, Repair, or installation is not an allowable H&S cost but may be allowed as an ECM if cost is justified. If disturbing lead paint, follow LSW practices and the client must be informed on lead risks as indicated in this H&S plan when applicable. Replacement, repair or installation of doors, windows, or window guards is not an allowable H&S cost.

Window Glass is an allowable cost if it is an immediate danger to occupants and if budget permits.

Deferrals

Deferrals, and/or "walkaways" are processed accordingly:

a. The client shall be informed in writing as to why the dwelling cannot be weatherized. If there are conditions that the client must correct before service is provided, those conditions must also be stated in writing.

b. The service provider is required to refer the client to any alternate program such as home rehab, if one is available in the area.

c. The service provider shall clearly indicate in the client file why the dwelling was given "deferral" status.

d. The service provider must document all referrals to other programs or services in the client file.

e. The client will receive any information prescribed in the Health and Safety section that is appropriate.

Client Education

This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file. Draft forms have been developed to document all information discussed and given to the clients along with application and onsite interviews to verify preexisting at risk and health concerns.

REFRIGERATOR REPLACEMENT POLICY

Subgrantees will need to follow the tables for refrigerator replacement located within their climate specific zone.

Metering Requirements

Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

Materials

New refrigerators shall:

- Not exceed the size of the replaced unit.
- Have a minimum 1-year warranty.

Installation

The electrical outlet shall:

- Provide the voltage specified on the ID plate of the new refrigerator.
- Be properly grounded and/or protected with a properly functioning GFCI device.
- Be located within reach of the refrigerator without the use of an extension cord.
- Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
- Meet refrigerator manufacturer's specifications for space and clearances.

The contractor shall:

- Deliver and install the new refrigerator.
- Level the unit to ensure proper operation.
- Ensure that door hinges are on the appropriate side.
- Instruct the customer on refrigerator operation.
- Deliver warranties and operating manuals to the customer.
- Set temperature controls appropriately.

Disposal

The contractor shall:

- Take unit out of service. Making sure the existing refrigerator is removed from the house, and **DOES NOT** find its way back onto the electric grid.
- Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.
- Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
- Remove all packing materials from the customer's premises.

Reporting

The sub-grantee shall record the following information for both the existing and replacement refrigerators:

- Manufacturer (for years available)
- Brand
- Year of manufacture
- Model number
- Type (e.g., side-by-side, top freezer)
- Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data. Provide saving to Investment Ratio for the replacement refrigerator.

WRITTEN AUTHORIZATION

There may be cases where it is in the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

This section must be completed for any awards greater than or equal to $25,000

Name of Entity Receiving Award	Gila County Office of Community Services
Amount of Award	$14,863.00
Funding Agency	State of Arizona, Governor's Office of Energy Policy
CFDA number	81.042
Award Title	Weatherization Low Income Assistance Agreement EW-ESA-14-4181-02Y3 Office of Energy Policy

Location: City Globe State AZ Zip Code Plus Four 85501 Congressional District 1

DUNS number	02407139
Brief Description of Program:	Provide weatherization services to eligible citizens residing in Gila County.

1) Is 80% or more of annual gross revenues from Federal awards? Yes [X] No [ ]

2) Do you receive $25 million or more annually from Federal awards? Yes [ ] No [X]

If you answered Yes to both questions, you must provide the following:

Names and Total Compensation of Top Five paid executives:

1#:	Name		Total Compensation	
2#:	Name		Total Compensation	
3#:	Name		Total Compensation	
4#:	Name		Total Compensation	
5#:	Name		Total Compensation	

For Governor's Office Staff Only

Contract Start Date _____ Contract # _____

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3455 **Consent Agenda Item** **5. K.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Malissa Buzan		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2015-2016	Budgeted?:	No
Contract Dates Begin & End:	July 1, 2015 - June 30, 2016	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 5 for Weatherization Low-Income Assistance Agreement No. LW-ESA-12-2182-02Y4.

Background Information

On July 17, 2012, the Board of Supervisors approved the Weatherization Low-Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02Y2.

On December 4, 2012, the Board of Supervisors approved Amendment No. 1 to a Weatherization Low -Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02Y2.

On July 16, 2013, the Board of Supervisors approved Amendment No. 2 to Weatherization Low-Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02Y3. On this amendment, the last two digits of the contract number change to "Y3."

On January 7, 2014, the Board of Supervisors approved Amendment No. 3 to Weatherization Low-Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02Y3.

On Amendment No. 4, the last 2 digits of the contract number have been changed to "Y4."

On June 24, 2014, the Board of Supervisors approved Amendment No. 4 to Weatherization Low-Income assistance agreement OEP Contract No. LW-ESA-12-2182-02Y4.

Evaluation

This amendment provides a new contract award amount for the fifth year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2015, through June 30, 2016.

Amendment No. 5 also amends this contract to provide up to $89,826 as a reimbursement ceiling for FY16, inclusive of administrative and program funds.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

Conclusion

By the Board of Supervisors approving this amendment, the Gila County Weatherization Program will receive funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 5 to a Weatherization Low-Income Assistance Agreement (Contract No. LW-ESA-12-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division to provide up to $89,826 as a reimbursement ceiling for the contract period of July 1, 2015, through June 30, 2016, and for other minor contract revisions.

Attachments

Amendment No. 5 to LW-ESA-12-2182-02Y4
Amendment No. 4 to LW-ESA-12-2182-02Y4
Amendment No. 3 to LW-ESA-12-2182-02Y3
Amendment No. 2 to LW-ESA-12-2182-02Y3
Amendment No. 1 to LW-ESA-12-2182-02Y2 OEP
Contract LW-ESA-12-2182-OEP
Approval as to Form

AMENDMENT #5
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02

BETWEEN

THE STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

WHEREAS, this contract was awarded under the authority of the Governor's Office of Energy Policy (OEP) and the OEP functions have been transferred to the Arizona Department of Administration – Office of Grants and Federal Resources (GFR). As a result, the contracts administered by OEP are transferred to GFR.

WHEREAS, A.R.S. § 41-703(7) authorizes the Director of the Arizona Department of Administration (ADOA) to execute and administer contracts.

NOW THEREFORE, pursuant to **Section XXV, AMENDMENT OR MODIFICATION**, all references in the Agreement to OEP are amended to refer to GFR, and the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section II, TERM OF CONTRACT
This amendment provides a new contract award amount for a period of twelve months. The contract renewal period shall be effective July 1, 2015 through June 30, 2016.

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the GFR hereby exercises its option to amend this contract to provide up to $89,826 as a reimbursement ceiling for FY16, inclusive of administrative and program funds.

Section V, SCOPE OF WORK

C. METHOD OF PAYMENT

5. Reimbursement

c. Funding shall not be paid for any household that is not 100 percent complete and all work orders are closed out and the job has been submitted to GFR.

D. REPORTS

5. Report Submittal Requirements

d. The following forms and all other forms developed by GFR must be submitted as required.

1. Field Waiver
2. Client File Checklist
3. Calibration Verification Form
4. Client Evaluation Forms
5. Employee Certification Form
6. Field Guide Verification of Receipt
7. Health and Safety Waiver

8. Job Cost Submittal Form
9. T&TA Waiver
10. QCI Form

e. Training Funds
Expenses charged to the Training line item budget requires a Training form, which is provided by GFR, to be completed and filed with the Financial Report Form in order for reimbursement to be paid. Weatherization training, Program sessions, or workshops that will exceed $500 or more in cost must have prior written approval from GFR. Any training Program sessions or workshops not sponsored by the GFR or DOE and charged to Weatherization must have prior written approval from GFR.

E. SUBMITTAL ADDRESS
All Payment Request Forms and Report Forms must be directed to:

Arizona Department of Administration, Office of Grants and Federal Resources
100 N. 15th Avenue, Suite 202
Phoenix, Arizona 85007

Section XIV. CLIENT FILE REQUIREMENTS

D. Rental Properties
All single family and multifamily rental properties must be weatherized under the terms of this AGREEMENT. **Prior written approval is required by GFR for all rental properties of five (5) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

Section XLIX. NOTICES
All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Director of Community Services
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

If to GFR:
ADOA – Office of Grants and Federal Resources
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
EMAIL evelyn.billings@azdoa.gov

Program/Technical Contact
GFR Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the GFR and Contractor within ten (10) days of any change affecting this provision.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

Michael A. Pastor, Chairman Date
Gila County Board of Supervisors

Jefferson R. Dalton Date
Deputy Gila County Attorney, Civil Bureau Chief

Marian E. Sheppard Date
Clerk of the Board

OFFICE OF GRANTS AND FEDERAL RESOURCES

Matthew Hanson Date
Statewide Grants Administrator

AMENDMENT # 4
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02Y4

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXV, AMENDMENTS OR MODIFICATIONS,** the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section II, TERM OF CONTRACT
This amendment provides a new contract award amount for the fourth year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2014 through June 30, 2015.

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $99,692 as a reimbursement ceiling for FY15, inclusive of administrative and program funds.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

6-24-14
Michael A. Pastor, Chairman — Date
Gila County Board of Supervisors

6-24-14
Bryan B. Chambers — Date
Deputy Attorney Principal

6-24-14
Marian E. Sheppard — Date
Clerk of the Board

GOVERNOR'S OFFICE OF ENERGY POLICY

5/29/14
Lesa B. Brug — Date
Director

5/29/14
Travis Price — Date
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 3
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02Y3

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXV, AMENDMENTS OR MODIFICATIONS,** the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $118,159 as a reimbursement ceiling for FY14, inclusive of carryover and previous amendments. The contract cumulative amount provided for reimbursement for the entire contract length totals $290,782.37

Section VI, REGULATION REQUIREMENTS
The following paragraph shall replace section VI(C) in its entirety:

C. The average cost per dwelling unit for labor, materials and program support expenditures shall not exceed $4,500 using LIHEAP program funds from July 1, 2012 through September 30, 2013. Effective October 1, 2013, the average cost per dwelling unit for labor, materials and program support expenditures shall not exceed $6,000 using LIHEAP program funds.

Section VII, PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS
The following paragraph, VII(B)(2) shall be deleted in its entirety:

B. (2) Income Eligibility
Households including members who have received cash assistance payments under Temporary Assistance for Needy Families ("TANF") or Supplemental Security Income ("SSI"), are automatically eligible for Weatherization assistance.

Section IX, PRIOR WRITTEN APPROVAL REQUIREMENTS
The following first sentence shall replace IX(1) in its entirety:

1. No program vehicles or equipment may be purchased with LIHEAP funds.

The following third sentence shall replace IX(3) in its entirety:

3. Any Grantor and/or DOE sponsored Weatherization trainings, Program sessions, or workshops charged to the Weatherization Program that exceed $500 in costs must receive prior approval. The Grantee must submit the Training and Technical Assistance form provided by the Grantor to obtain prior permission.

The following sixth sentence shall replace IX(6) in its entirety:

6. Weatherization of all rental properties of five (5) or more units.

The following sentence shall added as the eleventh sentence under IX(11) in its entirety:

11. Weatherization trainings, Program sessions, or workshops not sponsored by the Grantor or DOE and charged to the Weatherization Program must receive prior approval. The Grantee must submit the Training and Technical Assistance form provided by the Grantor to obtain prior permission.

Section XIV, CLIENT FILE REQUIREMENTS

The following first paragraph under D., Rental Properties shall replace the first paragraph in its entirety:

D. Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of five (5) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

1-7-14

Michael A. Pastor — Date
Chairman, Gila County Board of Supervisors

Approved as to form:

1-7-14

Bryan B. Chambers — Date
Deputy Attorney Principal

GOVERNOR'S OFFICE OF ENERGY POLICY

11/24/13

Lejsa B. Brug — Date
Director

11/26/13

Travis Price — Date
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 2
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02Y3

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXV, AMENDMENTS OR MODIFICATIONS,** the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section II, TERM OF CONTRACT
This amendment provides a new contract award amount for the third year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2013 through June 30, 2014.

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $105,626 in additional funding available for reimbursement. This funding shall be allocated so that $100,067 is used for program operations with $5,559 used for administrative costs in the Low-Income Home Energy Assistance Program (LIHEAP) through June 30, 2014. The $105,626, in addition to the initial contract amount of $108,719.65 and the Amendment No. 1 amount of $74,120.72, brings the contract total amount to $288,466.37.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

7-16-13
Michael A. Pastor — Date
Chairman

GOVERNOR'S OFFICE OF ENERGY POLICY

6·7·13
Leisa B. Brug — Date
Director

6/14/13
Travis Price — Date
Compliance Finance and Procurement Manager
Office of the Governor

ATTEST:

Marian E. Sheppard Date: 7-16-2013

Marian E. Sheppard
Clerk of the Board

Approved as to form:

Bryan B. Chambers Date: 7-16-2013

Bryan B. Chambers
Deputy Attorney Principal

AMENDMENT # 1
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02Y2

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXV, AMENDMENTS OR MODIFICATIONS,** the following section of the above referenced Weatherization Low-Income Assistance Agreement is hereby amended as follows:

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $74,120.72 in additional funding available for reimbursement. This funding shall be used solely for Program Operations in the Low-Income Home Energy Assistance Program (LIHEAP) through June 30, 2013. The $74,120.72, in addition to the initial funding provided for reimbursement of $108,719.65, brings the contract total amount to $182,840.37.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

12/4/12
Board of Supervisors Chairman — Date

Printed Name Tommie C. Martin

Chief Deputy County Attorney

12472
Signature — Date

Printed Name Bryan B. Chambers

GOVERNOR'S OFFICE OF ENERGY POLICY

10-24-12
Leisa B. Brug, Director — Date

10/26/12
Travis Price, Compliance Finance and Procurement Manager, Office of the Governor — Date

OEP CONTRACT NO. LW-ESA-12-2182-02Y2

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

BETWEEN

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the **State of Arizona, Governor's Office of Energy Policy ("OEP")**, located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007, and **Gila County, Office of Community Services ("Contractor")**, located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

WHEREAS, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the U.S. Department of Health and Human Services (HHS) Low-Income Home Energy Assistance Program ("LIHEAP"), authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended (Pub. L. No. 97-35, as amended and codified at 42 U.S.C. 8621-8629) passed through the OEP from the Arizona Department of Economic Security (DES) through an Interagency Service Agreement dated June 24, 2011.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

I. PURPOSE OF THE AGREEMENT

The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

II. TERM OF CONTRACT

The effective date of this AGREEMENT is July 1, 2012 upon signature by both parties and continue through June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.

III. CONTRACT TYPE

Cost Reimbursement Sub-Grant.

IV. CONTRACT BUDGET

A. The total LIHEAP budget for this AGREEMENT shall not exceed **$108,719.65.**

B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

V. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

B. SPECIFIC REQUIREMENTS

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

C. METHOD OF PAYMENT

1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.

2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.

3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting LIHEAP funds during the term of the AGREEMENT.

4. The Contractor shall submit to the OEP no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.

5. Reimbursement
   a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
- *Completed/Submitted Jobs listing sent via email to* ebillings@az.gov (Send list by email to Evelyn Billings)
- *No Completed/Submitted jobs this month* (No list is required)

b. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. **REPORTS**

1. Weatherization Program Database Website

a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.

b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

2. List of Client Jobs

a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:

- *Completed/Submitted Job listing attached*
- *Completed/Submitted Job listing sent via email to* ebillings@az.gov

b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:

- *No Completed/Submitted jobs this month*

3. Financial Report Form

a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

4. Monthly Detailed Expense Financial Reports

a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

5. Report Submittal Requirements

a) The Payment Request Form and Financial Report Form shall be mailed to

the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.

b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

c) Final reports shall be submitted no later than July 26, 2013.

E. **SUBMITTAL ADDRESS**
All Payment Request Forms and Report Forms must be directed to:

Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007

F. **SERVICE TERRITORY**
Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt.440, and the OEP, in conjunction with the Arizona Department of Economic Security.

B. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.

C. The average cost per dwelling unit for labor, materials and program support expenditures shall not exceed $4,500.00 using LIHEAP program funds.

VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility
Contractor is responsible to follow the current DES LIHEAP Policy Manual requirements as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

B. Income Eligibility
1. Income level is determined by DES for LIHEAP qualification in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.
2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI), are automatically eligible for Weatherization assistance.

C. Priority
Priority shall be given to identifying and providing weatherization assistance to the following households:
1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

VIII. PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

IX. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over $4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

XI. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: http://www.azenergy.gov/HistoricPreservation.aspx. Additional

information is also available at the U.S. Department of Energy website: http://www1.eere.energy.gov/wip/historic_preservation.html.

XII. INVENTORY

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of $500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

XIII. PROPERTY

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.

B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.

C. The OEP may take possession of the inventory.

XIV. CLIENT FILE REQUIREMENTS

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form
A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form
A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties
Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

SPECIAL TERMS AND CONDITIONS

XV. DUNS/CCR

The Contractor is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent; and proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the AGREEMENT. The DUNS website is located at http://fedgov.dnb.com/webform. The CCR registration information may be found at https://www.bpn.gov/ccr/default.aspx.

XVI. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252), the Contractor is required to provide information, as applicable, in Exhibit C, incorporated by reference and attached. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov

XVII. SINGLE AUDIT:

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending $500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

XVIII. MONITORING REQUIREMENTS:

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

XIX. AUDIT TRAILS:

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

XX. FUND MANAGEMENT:

The Contractor must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. Contractor must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

Financial Management
Procurement
Personnel
Property
Travel

A system is adequate if it is: 1) ***written***; 2) ***consistently followed*** – it applies in all similar circumstances; and 3) ***consistently applied*** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

XXI. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

XXII. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the other governmental entity shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXIII. INSURANCE REQUIREMENTS

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this AGREEMENT, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this AGREEMENT by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual

liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this AGREEMENT.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. §23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this AGREEMENT is completed.
b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this AGREEMENT.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

C. NOTICE OF CANCELLATION

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator, 1700 West Washington, Suite 250, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this AGREEMENT must be in effect at or prior to commencement of work under this AGREEMENT and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this AGREEMENT, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 250, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the insurance requirements in this AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXIV. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

XXV. AMENDMENTS OR MODIFICATIONS

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal amendment.

XXVI. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

XXVII. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

XXVIII. APPLICABLE LAW

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

XXIX. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

XXX. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

XXXI. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

XXXII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XXXIII. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

XXXIV. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXV. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

XXXVI. TERMINATION:

The OEP reserves the right to terminate the AGREEMENT at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXXVII. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

XXXIX. PROGRAM REVIEW AND SITE VISITS

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XL. RIGHTS IN DATA

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

XLI. HEALTH & SAFETY

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

XLII. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29. U.S.C. 651-678).

XLIII. ENTIRE AGREEMENT

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

XLIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the AGREEMENT. This provision applies to work performed by subcontractors at all tiers. Contractor shall declare all anticipated offshore services to the OEP.

XLV. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVI. E-VERIFY REQUIREMENT

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:
http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD

XLVII. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVIII. ATTORNEY FEES

In any litigation arising out of this Agreement, each party shall bear all of its own attorneys' fees.

XLIX. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

If to the OEP:
The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, AZ 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact
OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

By _____ Date: 6/22/12
Leisa B. Brug
Director
Or Authorized Signatory

_____ Date: 6/22/12
Travis Price
Compliance, Finance & Procurement Manager
Office of the Governor

GILA COUNTY

_____ Date: 7/17/12
Board of Supervisors
Chairman

Tommie C. Martin
Printed name

Chief Deputy County Attorney

_____
Signature Date

Bryan B. Chambers
Printed name

Exhibit A - Budget	
GILA COUNTY	
LIHEAP Weatherization Program Budget	
OEP Contract Number LW-ESA-12-2182-02Y2	**LIHEAP TOTAL BUDGET**
Contract term to 6-30-2013	
1. Administration Costs	$5,656.66
2. Program Operations	$103,062.99
Budget Total	**$108,719.65**

EXHIBIT B

WEATHERIZATION

PROGRAM REQUIREMENTS

JULY 1, 2012
EDITION

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INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.

The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.

The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.

A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.

A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.

The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.

Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measure that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be meet in addition to any other measures for which the REM Design is being conducted for.

The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.

Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.

Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

CLIMATE ZONES

Arizona Climate Zones used for the Cost Effective Priority Lists are the International Energy Conservation Code (IECC) 2009and can be found at http://energycode.pnl.gov/EnergyCodeReqs/?state=Arizona

FUEL SWITCHING

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

DOE Approved Priority Lists

Current Priority list was approved by DOE in September 2011

A computer audit is required if:
There are potential cost-effective energy upgrades to the house that are not listed on the priority list
There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
Energy related incidental repairs of more than $100 are included with the energy upgrades.
It is expected that if a site specific computer audit is conducted, that the measures listed for the respected climate zone and building type are modeled with any additional measure and that the savings to investment report is run ranking all measures by SIR from greatest return to lowest.

Assumptions for Block Houses:
Pre and Post blower door = 2000 CFM @ 50 Pa
Uninsulated block walls U-value = 0.371
1000 Square Feet
15% Glazing
Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$45
Gas	$25
Electric Heat Pump	$25

2. Attic insulation to R-30
   a. If R-19 or less existing
3. CFLs
   a. If existing lighting is incandescent bulb in use for **2** hours per day or more
   b. Limit of 8 CFLs per client
4. Solar Screens
   a. Not to exceed $5.00 per square foot
5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$400
Electric Heat Pump	$340

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$70
Gas	$45
Electric Heat Pump	$45

2. Attic insulation to R-30
    a. If R-19 or less existing
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$400

5. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install low-e storm windows on East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows.
    b. Emissivity <+0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$125
Gas	$70
Electric Heat Pump	$70

2. Attic insulation to R-38
    a. If R-19 or less existing
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$425

5. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4

e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space

f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install low-e storm windows on East, West and North facing windows.

d. If existing windows are single pane, aluminum windows.

e. Emissivity <+0.22

f. Cost of storm windows not to exceed $15.00/ square foot

Assumptions for Frame Built Houses:
1500 Square Feet
No attic insulation
No wall insulation (uninsulated 2X4 stud wall)
Windows starting at U=0.90 SHGC = 0.65
Windows are 15% of wall surface area
Pre and Post blower door = 2000 CFM @ 50 Pa

Arizona Frame Housing Priority List – Zones 2(Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$45
Gas	$25
Electric Heat Pump	$25

2. Attic Insulation to R-30
    a. If R-19 or less in attic
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Solar Screen
    a. Not to exceed $5.00 per square foot
5. Dense Pack Side Wall Insulation
    a. Wall insulation not to exceed $2.50 per square foot
6. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$380
Electric Heat Pump	$370

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

Arizona Frame Housing Priority List – Zones 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$75
Gas	$45
Electric Heat Pump	$45

2. Attic Insulation to R-30
    a. If R-19 or less in attic
3. Dense Pack Side Wall Insulation
    b. Not to exceed $2.50 per square foot
4. CFLs
    c. If existing lighting is incandescent bulb in use for **2** hours per day or more
    d. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$375

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on East, West and North facing windows.
    g. If existing windows are single pane, aluminum windows.
    h. Emissivity <+0.22
    i. Cost of storm windows not to exceed $15.00/ square foot

Arizona Frame Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$120
Gas	$70
Electric Heat Pump	$70

2. Attic Insulation to R-38
    a. If R-19 or less in attic
3. Dense Pack Side Wall Insulation
    b. Not to exceed $2.50 per square foot
4. CFLs
    c. If existing lighting is incandescent bulb in use for 2 hours per day or more
    d. Limit of 8 CFLs per client
5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$425

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on East, West and North facing windows.
    j. If existing windows are single pane, aluminum windows.
    k. Emissivity <+0.22
    l. Cost of storm windows not to exceed $15.00/ square foot

Mobile Home Assumptions:
Gas Price: $1.19/Therm (From Southwest Gas Website)
Electricity Price: $0.11/kWh (EIA)
Propane Price: $2.60/gal.

Existing Aluminum Window: U = 1.13 SHGC = 0.80
Replacement Window: U = 0.30 SHGC = 0.30

Existing Component Insulation:
Ceiling Insulation: 1 inch of fiberglass (assembly R = 4.6)
Alternate Ceiling Configuration: Assumes R-19 has been added to roof through rehab
Belly Insulation: Wings: 1 inch rigid board
Center Cavity: 1 inch fiberglass

Walls: 2 inches of fiberglass batt, degraded (assembly R= 7.4)

Zone 2 MH (Phoenix, Yuma)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Natural Gas and Propane with CAC	$25
Electric Heat Pump	$25

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$180
Electric Heat Pump	$250

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client
6. Solar Screens
    a. Cost not to exceed $5.00/ square foot

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install heat pump water heater
    g. If there is an existing electric water heat
    h. Cost not to exceed $1900
    i. EF >= 2.4
    j. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    k. 4 or more residents

Zone 3 MH (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Gas	$45
Electric Heat Pump	$45

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$230
Electric Heat Pump	$275

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. EF >= 2.4
    d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    e. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on the East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows
    b. Emissivity <=0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Zone 4 & 5 MH (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Natural Gas and Propane with CAC	$70
Electric Heat Pump	$70

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$425
Electric Heat Pump	$425

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client
6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1700
    c. EF >= 2.4
    d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    e. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on the East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows

b. Emissivity <=0.22
c. Cost of storm windows not to exceed $15.00/ square foot

GENERAL WASTE HEAT ITEMS

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

Low-flow Showerhead- Minimum 1 plumbing permitted
Faucet Aerator- Minimum 1 plumbing permitted
Weather-stripping
Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit)
Furnace or Cooling Filters (up to a one-year supply)
Door Sweep
Pipe Insulation (If applicable)
Set Back Thermostat

Total cost of LCNC should not exceed $250 of total house cost.

DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs. Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

Level One: Homes with Central Forced Air Heating or Cooling

The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

Level Two: Homes with No Central Forced Air Heating or Cooling

The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

Possible cost effective envelope sealing: Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

Combustion appliance zone testing: The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

Testing Procedure
When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE.** If a test is not performed, documentation must be provided in all cases stating the rational for not following the testing procedure.

1. Initial air leakage and room pressure tests
Duct repair
Envelope air sealing
Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:
These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.

A. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of –3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of –3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed**, no air sealing or duct repair can be completed.

Perform zonal pressures and record the results.
Perform initial Whole House CFM50 Test and record the results.
Perform Pressure Pan Test and record initial pressure difference.
F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

Duct repair can only be performed under the supervision of a trained technician.
In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
The Health and Safety Policy must be followed at all times.
Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
D. After initial duct repair is performed, evaluate if additional duct repair is possible.
E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

All duct repairs must be completed before envelope air sealing.
Envelope air sealing can only be performed under the supervision of a trained technician.
In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
D. The Health and Safety Policy must be followed at all times.
E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
G .Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

All duct repair and air sealing must be completed before room pressure balancing.
Room pressure balancing can only be performed under the supervision of a trained technician.
In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.
The Health and Safety Policy must be followed at all times.
Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.
Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.
Once pressure balancing is completed, repeat room pressure tests and record results.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

Note: Gas/propane stoves cannot be replaced utilizing DOE funds.

Carbon Monoxide Tests
Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.
For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests
Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	– 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods
Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety
The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air
Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.
The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area X height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks
Tests for possible cracked heat exchanger must be performed on all systems possible.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement
Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Sizing and Installing HVAC Equipment
Minimum HVAC efficiencies:
AC: 13 SEER
Heat Pump: 13 SEER and 7.7 HSPF
Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.

Evaporative Cooler Installation
It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is an allowed health and safety measure.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems
All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines. All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.

- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

Repair of Existing Air Distribution Systems
All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques
Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.
- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.

- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.

- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

All new ductwork will be a minimum of R-8.

Duct sealing materials shall have both excellent cohesive and adhesive qualities.

Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.

- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility

Cost Effectiveness
Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statues (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector who did not conduct the initial energy audit and not directly involved with the completion of the job. Special consideration will be taken for subgrantees with limited staff or long distance travel. Subgrantees who would like to request a waiver for this requirement must submit in written a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be meet and how they plan to address conducting the final inspections. This letter must be submitted annually at time of contract.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

HEALTH AND SAFETY PLAN

Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:
Costs are reasonable as determined by DOE in accordance with this approved Master Plan;
The actions must be taken to effectively perform weatherization; or
The actions are necessary as a result of weatherization work.
Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs. Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding $2000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

Home Assessment & Client Evaluation

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12)

Crew and client H&S issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any Health & Safety issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

Occupant Preexisting or Potential Health Conditions

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided

with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues

Health & Safety Issues

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be informed of any Health or Safety risk discovered during the evaluation process in writing and written confirmation of receipt of that information by the client must be obtained and kept in the client file. A listing of Health and Safety issues are compiled, any of which that can't be corrected can result in a deferral on any given project. They are as follows:

Air Conditioning and Heating Safety

"Red tagged", inoperable or nonexistent HVAC system replacement, repair, or installation is allowed where climate conditions warrant, unless prevented by other guidance herein. Arizona climate involves a defined heating and cooling season with a Heating Degree Day (HDD) measurement range from 1180 to over 7200. The Cooling Degree Day (CDD) measurements in Arizona range from 573 to more than 5100. Arizona has a vast difference across the state due to the four recognized climate zones and a the vast difference in elevation changes from a few hundred feet above sea level to more than 7000 feet above sea level.

Research indicates of all people who die of heat stroke, about 80 percent are age 50 or older. Deaths attributed to lung disease, diabetes and hypertension increase more than 50 percent during heat waves. Heat stroke occurs 12 to 13 times more frequently in people age 65 and older than in younger persons. It is also an accepted medical fact that infants and children up to four years of age are very sensitive to the effects of high temperatures and rely on others to regulate their environment.

Air conditioning is the number one protective factor against heat-related illness and death effecting people with health issues. Therefore air conditioning system replacement, repair or installation is allowed to be categorized as health and safety in homes with occupants under four years old, over 65 years old and where there are at-risk occupants. Air conditioning system replacement, repair or installation must be attempted through cost justification as an ECM first before using H&S funding. Where this measure can be justified by the approved REM or EA-Quip audit, replacement, repair or installation is not to be included in health and safety.

Reminder- Air conditioning units cannot be installed on rental properties, as it is the requirement of the Landlord pursuant to the Arizona Landlord Tenant Act.

All replacement of HVAC equipment shall first be modeled in REM Design to attempt a SIR of 1 or greater prior to being installed as an H&S measure.

Houses with occupants between the ages of 4-64 requesting the need for air conditioning based on their health being at risk must provide a letter from a doctor defining the condition requiring an air conditioned environment and the maximum allowable air temperature relevant to that person's individual condition.

Repair of all combustible fuel line leaks from the meter or tank to the heating system or appliance are allowable H&S measures. Materials must meet federal, state, and local code. Repair (only) of gas cooking appliances in order to eliminate gas leaks and reduce unsafe levels of carbon monoxide in living area. Repair materials must meet federal, state and local code. Installation of protective materials on combustible surfaces adjacent to energy systems to meet NFPA clearance codes is allowable. Materials and installation must meet NFPA specifications. Materials must meet federal, state and local code.

Heating Systems

Heating systems are repaired or replaced, under H&S, when not operational or unsafe. This measure is taken in order to eliminate unsafe levels of carbon monoxide in the living area and to ensure adequate heating. Justification documentation in the form of the appropriate heat system checklist (per energy source) which includes all required diagnostic recordings for the individual unit, and photos demonstrating the specific issue(s) with the system must be in the client file. Replacement of operational units, where diagnostic readings are attainable, must be attempted to be cost justified as a ECM using regular weatherization funds with an SIR>1 before using H&S funds. A unit with a cracked heat exchanger where diagnostic readings are attainable must be attempted to be replaced through cost justification as an ECM first before using H&S funding. Replacement of non-operational units can only be from H&S funding.

Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the $2000 threshold is exceeded.

Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case by case basis under the following conditions outlined:
Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.
Pictures of the old water heater are to be on file at subgrantee's office.

Information and explanation on appropriate use and maintenance are to be provided to client after installation.
Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.

Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Clients must be informed that suspected asbestos is present and how precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information and explanation on asbestos safety information and steps to correct deferral conditions (where applicable). The clients are required to a sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).
Biologicals and Unsanitary Conditions – odors, mustiness, bacteria, viruses, raw sewage, rotting wood, etc.

A sensory inspection is required. Clients must be informed of observed conditions. Clients must be provided information and explanation on how to maintain a sanitary home and steps to correct deferral conditions (where applicable).

Remediation of conditions that may lead to or promote biological concerns and unsanitary viruses is not an allowable cost. Addressing bacteria and viruses is not allowed. Cleaning or repairing biological and unsanitary conditions to perform weatherization is not allowed. Deferral may be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. Also see Mold and Moisture bullet below.

Building Structure and Roofing

Site conditions identified and documented by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that poses a safety hazard to its employees and subcontractors and cannot be corrected within the scope of the program. Building structure & roofing should be evaluated visually as to not disturb any existing conditions.

Building Structure – Structural problems with candidate dwellings can often lead to deferral because their scope is beyond the means of the program to treat. Beyond simple incidental repairs, such as roof patching, there is no feasible means to address severe structural defects.

During the pre-inspection or initial inspection of the dwelling, the evaluator must have access to all aspects of the structure in order to adequately and appropriately gather data for the REM energy audit if not using Priority List or to conduct the weatherization work itself. Clothing, dogs, trash or other impediments restricting access to any portion or portions of the dwelling that block necessary access may constitute a deferral.

Building rehabilitation is beyond the scope of the WAP. H&S funds should not be used when the repair is a component of an ECM. In that case, the repair should be cost justified as an incidental repair. Clients must be notified of structurally comprised areas (where applicable).

Code Compliance

Correction of preexisting code compliance issues is not an allowable cost other than where they are triggered by performing weatherization measures. State and local (or jurisdiction having authority) codes must be followed while installing weatherization measures. Condemned properties and properties where "red tagged" health and safety conditions exist that cannot be corrected under this guidance should be deferred.
Per WPN11-6a if a permit is pulled to replace a HVAC system, water heater or other appliance requiring a permit and it is require by the municipality to upgrade all smoke alarms in the home to hardwire with battery backup it would be allowed

Clients must be notified of observed code compliance issues (where applicable). H&S funds should not be used when the repair is a component of an ECM, such as fixing a light fixture in order to install a CFL bulb. In this case the cost should be cost justified as an ECM with the associated incidental repair.
Combustion Gases

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.
Testing natural draft appliances for draft and spillage under worse case conditions before and after air sealing.
Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.
Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?
Where the need for excavating equipment is brought
Installing gutters on more than half the home

An area more than 40 square feet where dirt is required to be moved

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

Electrical, other than Knob-and Tube Wiring

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.
Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

Electrical, Knob-and Tube Wiring

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

Subgrantees are required discuss and provide information and explanation to the client on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable).

Fire Hazards
Current inspection criteria (by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above) take into account fire hazards associated with combustion appliances including clearances and venting systems. Through fuel specific checklists, inspectors identify such hazards and make repairs accordingly with respect to budgetary and program limitations. Required adherence to appropriate NFPA codes when repairing or replacing equipment also minimizes the potential for fire hazards.

Correction of fire hazards is allowed when necessary to safely perform weatherization. Home evaluations include checking for fire hazards during the audit. Clients must be informed of observed hazards even if they will not be treated during weatherization.

Formaldehyde, Volatile Organic Compounds (VOCs) and other Air Pollutants

Formaldehyde and Volatile Organic Compounds (VOCs) – Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. Air sealing thresholds are maintained so that the presence of these pollutants are not concentrated and allowed to reach toxic amounts. However, this is primarily an occupant responsibility. In some cases, deferral may be an option.

Removal of pollutants is allowed and is required if they pose a risk to workers. If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred. Removal of pollutants that is not necessary to perform weatherization (e.g. cleaning old paint cans and oil out of the garages) is not allowed.

Clients must be informed of observed conditions and associated risks. Client must be given written information and explanation on safety and proper disposal of household pollutants (where applicable).

Injury Prevention of Occupants and Weatherization Workers – Measures such as repairing stairs and replacing handrails

Workers must take all reasonable precautions against performing work on homes that will subject workers or

occupants to health and safety risks. Minor repairs and installation may be conducted only when necessary to effectively weatherize the home; otherwise these measures are not allowed.

The Initial Auditors/ Inspectors, as well as workers where jobs are in progress, are to observe if dangers are present that would prevent weatherization. Clients must be informed by auditors and/or workers of observed hazards and associated risks (where applicable)

Lead Based Paint

Presence of lead based paint associated with dwellings built before 1978. State policy mandates that all personnel working directly on dwellings shall participate in an eight (8) hour Lead Workers Safety class. With respect to Lead Based Paint issues, AZ WX uses an approach that addresses client safety and awareness, worker safety and awareness, and on-site practices.

The head of household of pre-1978 homes to be weatherized receives the informational pamphlet: "Renovating Right". The inspector will also conduct a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure. This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file.

All workers on site on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

·Wear a tight fitting respirator and disposable coveralls.
·Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
·Spray water on disturbed areas to minimize dust.
·Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
·Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation that is on file at each agency verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

The head of household of every home to be weatherized receives the informational pamphlet: "Renovating Right". The inspector also conducts a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure.

The RRP requirements of client education apply. The agencies must give the client a copy of the EPA publication: July 2011 Edition of: *The Lead-Safe Certified Guide to Renovate Right Pamphlet* and have the client sign the Sample Pre-Renovation Form located in the back of the Pamphlet to certify the client has been given the pamphlet.

That signed form must be kept in the client's file to show proof the client has received educational material about the dangers of lead paint.

The certified renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. Although the certified renovator is not required to be on-site at all times, while the renovation project is ongoing, a certified renovator must nonetheless regularly direct the work being performed by other workers to ensure that the work practices are being followed. When a certified renovator is not physically present at the work site, the workers must be able to contact the renovator immediately by telephone or other mechanism. In addition, the certified renovator must perform the post-renovation cleaning verification.

Mold and Moisture

Limited water damage repairs that can be addressed by weatherization workers and correction of moisture and mold creating conditions are allowed when necessary in order to weatherize the home and to ensure the long term stability and durability or the measures. Where severe Mold and Moisture issues cannot be addressed, deferral is required.

The Arizona Weatherization program is not a mold remediation program and funds should not be used to test, abate, remediate, purchase insurance, or alleviate existing mold conditions identified during the audit by the Initial Auditor/ Inspector, the work performance period or the quality control inspection. Most typically, weatherization services may need to be delayed. All local agencies must include some form of notification or disclaimer to the client upon the discovery of a mold condition and what was specifically that was done to the home that is expected to alleviate the condition and/or that the work performed should not promote new mold growth.

Major moisture problems that cannot be corrected within the scope of the program such as:

·An enclosed crawlspace or basement that has standing water for significant periods of time due to inadequate ground or surface water drainage.

·Any building with no overhangs and no gutters, exhibiting signs of major moisture problems such as blistering paint and extensive mold/mildew on the inside of the house.

The clients must be provided with a disclaimer on mold and moisture awareness.

Occupational Safety and Health Administration (OSHA) and Crew Safety

Workers must follow OSHA standards and Material Safety Data Sheets (MSDS) and take precautions to ensure the health and safety of themselves and other workers. MSDS must be posted wherever workers may be exposed to hazardous materials.

MSDS information is monitored during OEP compliance monitoring. Field monitoring performs unit file review for evidence of safe work practices. Field monitoring of in progress units will perform assessments to determine if crews are utilizing safe work practices.

OSHA 10 hour training for all workers, including contractors, assessors, and inspectors, is required. OSHA 30 hour training is required for all crew leaders and OEP Monitor/Trainers by June 30, 2012. All new employees must obtain OSHA 10 or 30 depending on their position held within 180 days of hire. This training can be obtained in various ways. The following are suggested resources.

Classroom Training.
Construction 10 hour and Construction 30

Southwest Building Science Technical Center

Online Training. OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

Information on obtaining OSHA outreach classes in construction
To find in-person training conducted by an authorized OSHA Outreach Trainer:

a. See www.OutreachTrainers.org to find outreach trainers and/or their schedules

We can send you lists of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.
b. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html
c. The OSHA Consultation office in your area may offer it, see
www.osha.gov/dcsp/smallbusiness/consult_directory.html

Pests

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceeded 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

Radon

Whenever site conditions permit, exposed dirt must be covered with a vapor barrier except for mobile homes without skirting or an exterior under surface that serves as a vapor barrier. In homes where radon may be present, precautions should be taken to reduce the likeliness of making radon issues worse. In extreme cases deferral may be an option.

In the State of Arizona Radon testing or remediation is not an allowable H&S measure. Clients must be provided with the EPA consumer's guide to radon.

Refrigerant

Refrigerators are allowed to be replaced as an ECM only. All reclaimed refrigerant processes must follow the Clean Air Act 1990, section 608, as amended by 40 CFR82, 5/14/93. All EPA testing protocols must apply to any testing. Clients are to be advised not to disturb refrigerant. Anyone working with refrigerant, within or employed by the WAP, must have the appropriate training, either an EPA-approved section 608 type I or universal certification. For any appliance containing refrigerant, disposal must include refrigerant reclamation.

Non-certified technicians may not attach or disconnect hoses of gauges to measure pressure within the appliances, top-off or remove refrigerant from appliances or otherwise damage the integrity of the appliance.

Smoke, Carbon Monoxide Alarms, and Fire Extinguishers

1. Weatherization agencies must install carbon monoxide (CO) alarms and smoke alarms in dwelling units where these devices are nonexistent or non-functioning.
2. CO alarms must be, UL listed, installed in accordance with the manufacturer's recommendations and located in compliance with state and local building codes and must have the capability to accurately detect and display low levels of carbon monoxide to 10 ppm and comply with other program requirements.
Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

a. Dangers of CO and smoke.
b. How to operate and reset the CO and smoke alarms.
c. How to read the CO alarm if there is a digital display.
d. How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise)
The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.

If these symptoms are present shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.
e. How to change the batteries of CO and smoke alarms.

3. Smoke alarms must be, installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72 and other program requirements.
4. Where multiple smoke alarms are required interconnection is required. Actuation of any one smoke alarm shall activate all of the alarms in the individual unit. Hard wiring and interconnection is not required in existing areas provided:
The alteration or repair does not cause the removal of wall or ceiling finishes exposing the structure, and
No attic, crawl or basement is available which can provide access for hard wiring and interconnection without the removal of interior finishes.
5. On average no more than two smoke alarms will be installed in home unless a permit is pulled and code compliance for the municipality the home is located in states differently
:6. If the home has an attached garage or carport a smoke and CO detector are required to be installed if none are present

7. If the home is all electric with no attached garage or carport only smoke alarms are needed

8. Providing fire extinguishers is allowed only when solid fuel is present. Fire extinguishers must be installed, according to the manufactures recommendations, be type ABC, UL listed, $\leq$ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when standing at the unit. The agency must discuss and provide information on the use and upkeep of the extinguisher to the client.

Solid Fuel Heating (Wood Stoves, etc)

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

Stand Alone Electric Heaters

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

Space Heaters, Unvented Combustion

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO2, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

Space Heaters, Vented Combustion

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

Spray Polyurethane Foam (SPF)

Use EPA recommendations (available online at http:www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using foam products must receive training on the proper use of these various products and understand the specification for each application type. Documentation of installers viewing an installation video or online training and verification of reading and understanding product use information must be kept at the service provider agency. MSDS sheets are mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

Ventilation

The State of Arizona will be implementing ASHRAE 62.2 to the fullest extent possible as required by DOE WPN 12-1. Arizona will be implementing the ASHRAE standard in the following phases.

Phase 1 will consist training which will be conducted by the Southwest Building Science Technical Center this will be completed by August 2012. Training is to include knowledge of ASHRAE 62.2, how to calculate needed ventilation rates, and installation of necessary ventilation equipment.
Phase 2 will consist of installation and technical assistance from OEP field staff. Full Implementation will be required by June 30, 2013.

Window and Door Replacement, Window Guards

Replacement, Repair, or installation is not an allowable H&S cost but may be allowed as an ECM if cost justified. If disturbing lead paint, follow LSW practices and the client must be informed on lead risks as indicated in this H&S plan when applicable. Replacement, repair or installation of doors, windows, or window guards is not an allowable H&S cost.

Window Glass is an allowable cost if it is an immediate danger to occupants if budget permits

Deferrals

Deferrals, and/or "walkaways" are processed accordingly:

a. The client shall be informed in writing as to why the dwelling cannot be weatherized. If there are conditions that the client must correct before service is provided, those conditions must also be stated in writing.

b. The service provider is required to refer the client to any alternate program such as home rehab, if one is available in the area.

c. The service provider shall clearly indicate in the client file why the dwelling was given "deferral" status.

d. The service provider must document all referrals to other programs or services in the client file.

e. The client will receive any information prescribed in the Health and Safety section that is appropriate.

Client Education

This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file. Draft forms have been developed to document all information discussed and given to the clients along with application and onsite interviews to verify preexisting at risk and health concerns.

REFRIGERATOR REPLACEMENT POLICY

Subgrantees will need to follow the tables for refrigerator replacement located within their climate specific zone.

METERING REQUIREMENTS

Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

MATERIALS

New refrigerators shall:
Not exceed the size of the replaced unit.
Have a minimum 1-year warranty.

INSTALLATION

The electrical outlet shall:
Provide the voltage specified on the ID plate of the new refrigerator.
Be properly grounded and/or protected with a properly functioning GFCI device.
Be located within reach of the refrigerator without the use of an extension cord.
Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
Meet refrigerator manufacturer's specifications for space and clearances.

The contractor shall:
Deliver and install the new refrigerator.
Level the unit to ensure proper operation.
Ensure that door hinges are on the appropriate side.
Instruct the customer on refrigerator operation.
Deliver warranties and operating manuals to the customer.
Set temperature controls appropriately.

DISPOSAL

The contractor shall:
Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.

Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
Remove all packing materials from the customer's premises.

REPORTING

The sub-grantee shall record the following information for both the existing and replacement refrigerators:
Manufacturer (for years available)
Brand
Year of manufacture
Model number
Type (e.g., side-by-side, top freezer)
Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
Provide saving to Investment Ratio for the replacement refrigerator.

WRITTEN AUTHORIZATION
There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

OEP CONTRACT NO. LW-ESA-12-2182-02Y2

EXHIBIT C

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements
Public Law 109–282; 31 U.S.C. 6101

This section must be completed for any awards greater than or equal to $25,000

Name of Entity Receiving Award	Gila County Office of Community Services
Amount of Award	$108,719.65
Funding Agency	State of Arizona, Governor's Office of Energy Policy
CFDA number	81.042
Award Title	Weatherization Low-Income Home Energy Assistance Program

Location: City Globe State AZ Congressional District 1

DUNS number 02407139

1) Is 80% or more of annual gross revenues from Federal awards? Yes [X] No [ ]

2) Do you receive $25 million or more annually from Federal awards? Yes [ ] No [X]

If you answered Yes to both questions, you must provide the following:

Names and Total Compensation of Top Five paid executives:

1#:	Name		Total Compensation	
2#:	Name		Total Compensation	
3#:	Name		Total Compensation	
4#:	Name		Total Compensation	
5#:	Name		Total Compensation	

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3452 **Consent Agenda Item** **5. L.**

Regular BOS Meeting

Meeting Date:	11/17/2015		
Submitted For:	Malissa Buzan, Director		
Submitted By:	Leitha Griffin, Administrative Assistant, Community Services Division		
Department:	Community Services Division	Division:	Administration
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	10/1/2015-6/30/2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Rental Housing Bridge Subsidy Program Agreement - Close-Out Version between Health Choice Integrated Care, LLC and Gila County dba Gila County Public Housing Authority.

Background Information

This Agreement reflects a new pilot program through a partnership between the Arizona Department of Health Services, Division of Behavioral Health Services (ADHS/DBHS) and the Arizona Department of Housing (ADOH) to expand the supply of Permanent Supportive Housing (PSH) in Arizona for individuals with serious mental illness enrolled in the public behavioral health system. PSH is a best practice housing approach that provides permanent housing (typically rental apartments integrated in the community) linked with voluntary and flexible community-based services. The PSH model is based on a philosophy that supports consumer choice and empowerment, rights and responsibilities of tenancy, and appropriate flexible, accessible, and available services that meet each consumer's changing needs.

This pilot initiative is a tenant-based rental assistance program with basic policies similar to the federal Section 8 Housing Choice Voucher (HCV) program. This initiative will provide ADHS/DBHS consumers with more housing choices and the flexibility to select a unit and neighborhood that meets their specific needs and preferences. This program is designed as a "bridge subsidy" to help consumers eventually access HUD Section 8 Housing Choice Vouchers. To this end, the Bridge Subsidy Program will mirror to the extent possible HUD's Section 8 HCV Program. The ADHS/DBHS consumers will receive the rental assistance until they are able to access a Section 8 Housing Choice Voucher, or no more than a five-year period.

Evaluation

It is important for the Board of Supervisors to approve the Rental Housing Bridge Subsidy Program Agreement - Close-Out Version, which allocates funds in an amount not to exceed $27,090 for FY2016. These monies will provide for administration and management of housing assistance funds and the provision of housing assistance services for adults with serious mental illnesses in conformance with HUD standards, ADHS/DBHS and Arizona law.

Conclusion

By the Board of Supervisors approving the Rental Housing Bridge Subsidy Program Agreement - Close-Out Version between Health Choice Integrated Care and Gila County dba Gila County Public Housing Authority, assistance will be provided to eligible citizens of Gila County with housing assistance services. The target population of this contract is defined as ADHS/DBHS consumers who are adults with serious mental illness that are currently homeless or residing in a residential treatment program.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Agreement.

Suggested Motion

Approval of the Rental Housing Bridge Subsidy Program Agreement - Close-out Version between Health Choice Integrated Care, LLC and Gila County dba Gila County Public Housing Authority, which will allocate funds in the amount of $27,090 to be used to help Gila County residents who meet the program qualifications for the period of October 1, 2015, through June 30, 2016.

Attachments

Rental Housing Bridge Subsidy Program Agreement
CLOSE-OUT VERSION
Effective 10/1/2015 - 6/30/2016

This Agreement is made October 1, 2015, among Health Choice Integrated Care, LLC, 1300 S. Yale Street, Flagstaff, Arizona 86001, and Gila County dba Gila County Public Housing Authority ("PHA"). PHA administers the County Housing Authority and the Housing Choice Voucher Program (HCVP).

In addition, because HCIC cannot provide direct clinical care under ARS 36-3410, it must arrange for clinical services with independent clinics and providers ("RBHA Subcontracted Providers.") Recitations herein, including "RBHA Subcontracted Provider Scope of Services" do not make RBHA Subcontracted Providers parties to, or third-party beneficiaries of, this agreement, but recite the contractual expectations HCIC intends to hold such providers to under existing agreements with its provider network.

I. INTRODUCTION.

HCIC has selected PHA to assist in the administration of the Bridge Subsidy Program (BSP) which was a pilot initiative of the Arizona Department of Health Services Division of Behavioral Health Services (ADHS/DBHS), in partnership with the Arizona Department of Housing, designed to expand permanent supportive housing (PSH) opportunities for individuals with serious mental illness who meet eligibility requirements, are enrolled with HCIC and receiving services from a RBHA Subcontracted Provider, and transitioning from homelessness, substandard living conditions or residential care ("Participants").[1] Homelessness, substandard living conditions and residential care are as defined by ADHS/DBHS. HCIC will provide PHA with funding as set forth in this Agreement to provide rental subsidy resources on behalf of HCIC Participants dependent on the availability of funding from the State of Arizona for this program.

The extended duration of the program shall be for a period ending June 30, 2016, with anticipated renewals/extensions through 12/31/2017. The Bridge Subsidy for each Participant shall extend for the earlier of (i) the participant's voluntary withdrawal or for-cause termination from the program as provided herein; (ii) cessation of available funding, (iii) December 31, 2017, or (iv) three (3) years from the date of their enrollment in the BSP or the date permanent housing becomes available for the Participant, but no more than five (5) years of enrollment as a

[1] ADHS/DBHS means the Arizona Department of Health Services, Division of Behavioral Health Services, or any other governmental authority provided by law or contract with the authority to oversee HCIC in its implementation of this agreement. For the avoidance of doubt, any reference herein that refers to ADHS/DBHS confers like authority on any governmental authority of the State of Arizona to the extent required by law or by HCIC's agreements with the State of Arizona and any of its subdivisions.

recipient of the BSP, whether under this or a prior Agreement with HCIC or another Regional Behavioral Health Authority.

HCIC has received approval of its Housing Plan from ADHS/DBHS to use funds to provide rental assistance to Participants as part of an overall effort to create supportive housing in the geographic areas it serves. HCIC will be relying on the expertise of PHA to administer key components of the Bridge Subsidy Program.

Due to Arizona legislative action (HB 2488 as it amended ARS 41-3955.01), this program is scheduled to sunset on 12/31/2017 and as such, the purpose of this agreement is to ensure an agreement is in place until that time. Available funding is provided herein until the end of the fiscal year ending June 30, 2016, at which time it is anticipated that the agreement will be extended through 12/31/2017. This funding is not anticipated to provide for any new entrants into the program and as such, funding under this agreement will be used to provide rental assistance only to existing beneficiaries as they have existed under agreements with prior Regional Behavioral Health Authorities (RBHAs). There shall be no waitlist, and persons who exit the program will not be replaced with new beneficiaries.[2]

II. PHA SCOPE OF SERVICES

Until the sunset date of the program on 12/31/2017, PHA will undertake the following activities as the Subsidy Administrator and for part of the administration of the Bridge Subsidy Program, to manage tenant-based rental subsidies, including funding, for Participants until a permanent rental subsidy through the Section 8 Housing Choice Voucher Program is secured, to ensure monthly payments are made to persons leasing to Participants, and that rent limits and tenant eligibility and rent calculations are performed, and to administer the tenant-based rental assistance with rules and procedures that mirror the Section 8 Housing Choice Voucher Program and rules governing the ADHS/DBHS Bridge Subsidy Program, including those established in this Agreement, and including, but not limited to the "ADHS/DBHS Bridge Subsidy Program Policies and Procedures Manual," which is incorporated herein by reference.

1. Waiting list. PHA will require that all BSP participants apply to the PHA Section 8 Waiting List as a part of the client's self-sufficiency case plan. PHA has adopted a disabled preference for which the program participants would qualify.

2. PHA will establish and maintain relations with potential local landlords, owners and property managers. It is expected that PHA will assist RBHA Subcontracted Providers when needed with arranging site visits to rental units.

3. BSP/Section 8 HCV Eligibility. PHA will determine Participants' eligibility using Section 8 Housing Choice Voucher Program (HCVP) regulations. PHA will be responsible for conducting Tenant Income Certification for Participants and determining income and background eligibility for BSP rental assistance. PHA will calculate Participant payment of rent under current leases and re-certifications.

[2] If there is a surplus from prior years under agreements with a predecessor RBHA, the terms of the prior RBHA contract govern the disposition of such funds unless the prior RBHA assigns its rights to HCIC, which may or may not occur dependent on state approval. By accepting this agreement, PHA expressly consents to such assignment if it occurs, and waives any contrary language contained in agreements with former RBHAs.

4. Lease Arrangements. PHA will provide the appropriate Housing Program Contract modified to reflect the terms of the Bridge Subsidy Program to the lessors chosen to participate in the Program and will ensure all required lease documents are executed in compliance with standard PHA procedures. The BSP Housing Program Contract will include a provision that requires the lessor to accept a HCV to replace the Bridge Subsidy as soon as it becomes available. PHA will perform calculations to determine the appropriate amount of rental subsidy payment to be made on behalf of the Participant. When HCV are made available to the Participant, PHA will prepare and execute the appropriate documents to transition the lease arrangements from the Bridge Subsidy Program to HCV.

5. Housing Quality Standards Inspections. PHA will perform Housing Quality Standards (HQS) Inspection on those units selected by Participants to assure compliance with the requirements of the HCV Program. PHA shall maintain copies of inspection reports at their office for the length of the term of this Agreement. PHA will inform lessors of any issues raised by the inspection and will provide a follow-up inspection(s) if needed to ensure compliance with HQS. PHA will perform yearly inspections of units to confirm continued compliance during the term of the Bridge Subsidy Program.

6. Subsidy Payments to Lessors. PHA will issue checks or electronic transfers to the lessors providing rental units to Participants in accordance with BSP Housing Program Contract. Checks or electronic transfers will be issued using funds in the established Bridge Subsidy account. Payments to lessors will be documented in a manner approved by HCIC. PHA will notify HCIC if problems develop with lessors that result in subsidy payments being delayed or terminated.

7. Bridge Subsidy Account. PHA will establish an account for funds distributed by HCIC pursuant to this Agreement. PHA will establish a separate fund number in order to receive the funds being provided by HCIC. The fund will be established in compliance with HCIC and ADHS/DBHS requirements. The Funds shall not be commingled with other PHA funding sources. PHA shall provide HCIC with monthly reports on the status of the funds in a format required by HCIC and consistent with ADHS/DBHS requirements. The account shall be used specifically and solely for the activities associated with the administration of the Bridge Subsidy Program and shall be limited to the following:

a. Payment of rental subsidies on behalf of Participants as authorized by HCIC and the ADHS/DBHS Bridge Subsidy Program.
b. Payment to PHA for approved administrative fees, not to exceed eight percent (8%) of funds disbursed by HCIC to PHA in any one fiscal year. Disposition of programmatic income and administrative fees shall be as provided in the attached budget schedule.
c. Bank fees approved by HCIC.

Where a lease or occupancy agreement calls for first and/or last month's rent or other security/utility deposit, and the Participant does not have the means to pay, deposit assistance/move-in expense in whole or in part, PHA may pay directly to the lessor on a one-time basis a sum up to a maximum of $ 1,400 per Participant for deposit

assistance/move-in expense.. Any remaining deposit funds remaining after the lease or program terminates are paid back to PHA.

8 Issues of Concern Related to Tenancy of Participants. PHA will inform RBHA Subcontracted Provider when it becomes aware of issues that may affect the tenancy of a Participant so that RBHA Subcontracted Provider can work to resolve the issues on behalf of the Participant. RBHA Subcontracted Provider will work with PHA to help ensure the continuation of the tenancy.

9. Documents for Transition to Housing Choice Vouchers. PHA will provide and execute all required documents to enroll the Participant into the HCV Program in a timely manner once HCV resources are available. RBHA Subcontracted Provider will be available to assist PHA as needed to ensure the Participant provides required documentation and proper lease and Housing Program Contract documents are executed.

10. Reports and Meetings PHA will provide HCIC with monthly reports tracking the distribution of the Funds provided by HCIC, including the payment of rental subsidies and any administrative fees paid to PHA. PHA will also provide an annual financial report as to all funds received and disbursed as well as cash on hand. PHA will provide any and all information needed to respond to requests of HCIC or ADHS/DBHS auditors to document the Bridge Subsidy Program.

11. Records Inspection and Audit PHA will maintain individual housing case files on Participants in accordance with federal and state regulations concerning confidential information included in the case file. HCIC or any designee of HCIC shall have the right to inspect and audit the records and facilities of the PHA as follows. PHA shall permit the HCIC, or its designee, as the needs of the same shall require, to inspect, at reasonable times, any and all facilities, programs and records, financial or otherwise, of PHA used and/or compiled in connection with the Bridge Subsidy Program (Program). PHA shall maintain such reports, documents, records and books of accounts as shall be required by HCIC, and from time to time allow HCIC rights of access, audit and inspection of any activity performed in whole or in part with funds provided to PHA pursuant to this Agreement. Audits or inspection may include financial and compliance, automated and other data processing operations to assure data is safeguarded, accurate, timely, complete and reliable, and annual program audits and reviews. PHA shall, at all times, use standard accounting practices and procedures acceptable to the HCIC in the maintenance of any and all financial and account records. Such records shall be kept for a minimum of six (6) years after the program year in which the last of the funds were administered to PHA pursuant to this Agreement and any renewal or extension thereof, during which such time the HCIC or their designees shall maintain the right to access, inspect and audit the same.

III. HCIC Scope of Services

HCIC will undertake the following activities in cooperation with PHA and RBHA Subcontracted Provider as part of the administration of the Bridge Subsidy Program. HCIC will manage overall program coordination and funding. HCIC is responsible for overseeing operations of the BSP and report activities to ADHS/DBHS and the Arizona Department of Housing, in addition to the following:

1. Leadership and Supervision. HCIC will provide guidance and advice for implementation and assessment of the BSP program to all parties.

2. Selection and referrals. Because the BSP program is in a close-out phase, no new tenants are to be selected, no waitlists are to be maintained, and no new tenants will be admitted to the program.

3. Participant approvals. The parties understand that existing BSP tenants were approved under arrangements with prior RBHAs, and documentation of such approvals shall be made available upon request. No new approvals are to be made.

4. Coordination and monitoring. HCIC will coordinate and monitor the provision of services with RBHA Subcontracted Provider and other local service providers to ensure Participant receives quality, appropriate, community-based services in accordance with the ADHS/DBHS approved plan.

5. Reporting. HCIC will report information as required by ADHS/DBHS and ADOH.

6. Funds. HCIC will pay PHA in accordance with the attached schedule and any subsequent addendums. In no event shall HCIC be liable to PHA for amounts in excess of or spent in noncompliance with state requirements.

7. Other Program Payments. Any remaining deposit funds are paid back to HCIC. HCIC, in its discretion, and in accordance with BSP rules, may award transfer bonus payments to PHA when a Participant is transferred from BSP to Section 8 or other program or to independence.

IV. RBHA Subcontracted Provider Scope of Services

HCIC will instruct its Subcontracted Providers to undertake the following activities in cooperation with PHA, HCIC and the recipient of services as its part in the Bridge Subsidy Program, ensure that Participants receive the support and rehabilitation services needed to help them maintain independent living and move forward on their path to recovery.[3]

1. Individual Service Plan (ISP). RBHA Subcontracted Provider will ensure an appropriate Individual Service Plan is developed and in place for the duration of the BSP. The ISP will include or reference agreement by the Participant to abide by the terms of the BSP. The Participant's medical chart will contain an up-to-date crisis plan.

2. Supportive Services. RBHA Subcontracted Provider will provide or arrange for necessary support and rehabilitation services through HCIC-contracted providers, including independent living skills training and vocational services, to ensure that the

[3] Pursuant to ADHS/DBHS Policy 112, incorporated by reference herein, leases cannot contain provisions not normally found in leases to persons who do not have psychiatric disabilities. Accordingly, nothing in this section is to be construed to allow treatment compliance as a lease obligation. The services provided by this section are thus conditioned upon the service being an HCIC covered service under Medicaid or other funding and upon a tenant or guardian's acceptance of them.

Participant is engaged in meaningful community activities, obtaining employment and volunteer activities, able to maintain independent living, maintaining housing, and realizing their path to recovery. These services may also include tenancy stabilization services and assistance for Participant in maintaining appropriate utility accounts associated with rental units including accounts for heat, hot water, telephone and electricity as applicable.

V. OTHER TERMS AND CONDITIONS

1. Participant Terminating Events. A Participant may, in PHA discretion after consultation with HCIC, be terminated from the BSP program, in the following cases:

a. For failure to meet the eligibility requirements or no longer qualifying for participation.

b. After three (3) years from the date of their enrollment in the BSP or the date permanent housing becomes available for the Participant, but no more than five (5) years of enrollment as a recipient of the BSP.

c. For the following reasons after efforts are taken by RBHA Subcontracted Provider and HCIC to confirm the Participant's actions and mutually resolve the problem, and inability to resolve the concern(s) with the Participant:

i. Abandonment of the rental unit.

ii. Breach of the Participant's agreement to abide by the terms of the BSP and HCV program rules or repeated breach of lease terms.[4]

iv. Loss of contact with PHA following Participant move out of unit prior to the end of lease term and failure to locate another acceptable unit within 30 days.

v. For personal actions (including criminal) that result in the Participant's ineligibility for participation or termination, including but not limited to 1) physical violence or threatening behavior directed at staff, Participants or other tenants; 2) damage or destruction to property.

vi. Other grounds established by HCIC and ADHS/DBHS Bridge Subsidy Program rules.

2. Nondiscrimination. The BSP program does not discriminate on the bases of race, color, religion, gender, sexual preference or disability. The parties shall comply with local, state and federal laws regarding fair housing and nondiscrimination.

[4] Termination from the BSP is distinct from termination from Supported Housing services provided by RBHA Subcontracted Providers, which are governed by other law and policy including but not limited to AAC R9-21 and R9-34. Termination from the BSP is also distinct from termination of tenancy, which is governed by Arizona Residential Landlord and Tenant law.

3. Confidentiality. PHA shall keep confidential the names, identities, records and information contained therein, and in particular individually identifiable health information, whether oral or recorded in any form or medium, of the individuals who are receiving or who have received services funded by HCIC, except as disclosure is permitted by Federal and State laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and its regulations. PHA shall implement the necessary administrative, physical and technical safeguards necessary to maintain the confidentiality of such information. PHA shall report immediately any breach of confidentiality to the designated Privacy Officer for HCIC. A breach of an individual's confidentiality shall constitute a material breach of this Agreement and shall provide grounds for immediate termination of this Agreement. The parties agree not to share Participant information with anyone outside the BSP except as may be required by law or as allowed for coordination of care with other agencies. Participants must be asked to sign consent form(s) at least annually to allow sharing information among the parties and other agencies as necessary. HIPAA compliant authorization is required prior to disclosure of personal health information except when otherwise allowed by state and federal law.

4. Term of Agreement. This Agreement will be in effect from October 1, 2015 until June 30, 2016, or until available funding is exhausted, whichever comes first. In no event shall HCIC be liable for amounts exceeding state-approved allocations. It is anticipated, but in no way guaranteed, that the agreement will be funded and extended as far as December 31, 2017, pursuant to the amendment provisions herein.

5. Termination. Any party wishing to terminate the Agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to the notice with an acceptable plan to cure cause for termination. Upon termination of this Agreement, HCIC shall pay PHA all fees on account of services therefore rendered by PHA and PHA shall return all unexpended funds to HCIC . In addition, this contract may be terminate pursuant to the provisions of A.R.S. § 38-511.

6. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable

times. If state law is amended, the parties may modify this paragraph consistent with state law.

7. Notice. Notice hereunder shall be sufficiently given if delivered by hand or if mailed, by certified mail, return receipt requested, effective upon mailing, to:

HCIC
Attention: Chief Executive Officer
1300 S. Yale Street
Flagstaff, Arizona 86001

PHA

_____
_____
_____

7. Amendments: This Agreement may be amended by HCIC in writing. If not specifically rejected in accordance with Notice procedures herein, amendments become effective 30 days following dispatch in accordance with the Notice procedures herein. PHA may not amend this agreement without affirmative written consent of HCIC.

8. Assignment. This Agreement may be assigned pursuant to the Notice and Amendment procedures herein. Unless otherwise specified in the assignment amendment, assignment also operates to release the assignor from all claims related to this Agreement, known and unknown, at law and in equity that then exist or which may exist in the future, except as to breaches caused by the assignor.

9. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party(s) and the State of Arizona, its departments and employees, from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with the indemnifying party's negligence or intentional act. Each party agrees to procure and maintain for the duration of the Agreement insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance of the Agreement hereunder and the results of that work by the party, its agents, representatives or employees. This obligation survives the termination or assignment of this agreement.

10. Incorporation by Reference. ADHS/DBHS' rules applicable to the Bridge Subsidy Program, HCIC's Subcontract with ADHS/DBHS, and HCIC's Subcontracted Provider Contract with RBHA Subcontracted Provider, are incorporated herein by reference, applicable as if fully set out at length herein, and supersede the provisions of this Agreement to the extent of any conflict.

11. Jurisdiction & Venue. This Agreement shall be governed by and interpreted according to the laws of the state of Arizona. Venue for any legal actions will be Coconino County.

12. Entire Agreement. This Agreement, its schedules, and any documents referenced or incorporated represents the full understanding and agreement among the parties.

Remainder of page blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Bridge Subsidy Program Agreement, Close-out Version, and effective October 1, 2015.

FOR HCIC

Signature _____ Date 11/11/15

Shawn Nap
Printed Name

CEO
Title

FOR PHA

Signature _____ Date _____

Printed Name _____

Title _____

BRIDGE SUBSIDY HOUSING PROGRAM AGREEMENT
ATTACHMENT A

In addition to the terms contained in the Bridge Subsidy Housing Program Agreement, dated October 1, 2015 between Health Choice Integrated Care (HCIC) and Gila County Community Public Housing Authority, by this Addendum, agree to the terms outlined below during the period that this Agreement is in effect. If there is any conflict between the terms in the Agreement and the terms in this Addendum, the terms contained in this Addendum shall be controlling.

1. Total funding for this program will be approximately $27,090 for FY2016 (beginning October 1, 2015 and ending June 30, 2016), with monthly reimbursement distributions to include 8% administrative costs based on eligible monthly program expenditures. HCIC reserves the right to adjust these funds based upon funding or eligibility changes on the Federal or State level.

2. All other terms and conditions contained in the Bridge Subsidy Housing Program Agreement, dated October 1, 2015 will remain the same and HCIC and MCCSD will continue to work together in good faith.

Chairman, Board of Supervisors Gila County	Date
Shawn Nau, President and CEO Health Choice Integrated Care	11/11/16 Date

HIPAA BUSINESS ASSOCIATE AGREEMENT/QUALIFIED SERVICE ORGNIZATION AGREEMENT/ADDENDUM

This Business Associate Agreement effective on the last date signed below, is entered into by and between the Arizona Board of Regents for and on behalf of Gila County dba Gila County PHA ("Business Associate") and Health Choice Integrated Care, LLC. ("Covered Entity.")

Recitals

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information (protected health information) published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services (HHS) to amend 45 C.F.R. Part 160 and Part 164 (the Privacy Regulation) and the Standards for Security of Individually Identifiable Health Information (electronic protected health information) published on February 20, 2003 by the Secretary of the U.S. Department of Health and Human Services (HHS) to amend 45 C.F.R. Part 160 , Part 162 and Part 164 (the Security Privacy Regulation) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. If the parties have a prior contract/engagement letter (the Contract) under which the Business Associate regularly uses and/or discloses protected health information in its performance of services for COVERED ENTITY, this Agreement amends that Contract. Or if the Contract is entered into at the same time as this Agreement, this is an Addendum to the Contract being entered into between the parties.

C. This Agreement sets forth the terms and conditions pursuant to which protected health information or electronic protected health information (PHI/EPHI) that is provided by, or created or received by, the Business Associate from or on behalf of COVERED ENTITY will be handled. References to 'Electronic Protected Health Information" (EPHI) means Protected Health Information (PHI) which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media. When the term PHI is used in this agreement it includes EPHI as appropriate.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services.

The Business Associate provides services for COVERED ENTITY that involve the use and/or disclosure of protected health information which services are described in the Contract. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations as set forth in the Contract between the parties. The Business Associate may disclose protected health information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents, in accordance with Section 2(d), or (ii) as directed by COVERED ENTITY. The Business Associate may use the protected health information, if necessary, for the proper management and administration of the Business Associate; or to carry out the legal responsibilities of the Business Associate. Additionally the Business Associate may disclose the protected health information if the disclosure is required by law.

2. Responsibilities of Business Associate.

With regard to its use and/or disclosure of protected health information, the Business Associate hereby agrees to do the following:

a. Use and/or disclose the protected health information only as permitted or required by this Agreement or as otherwise required by law;

b. Use commercially reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected health information. In addition, for EPHI, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of COVERED ENTITY and, further ensure that any agent, including a subcontractor to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the information;

c. Report to the designated privacy officer/security officer of COVERED ENTITY, in writing, any use and/or disclosure of the PHI/EPHI that is not permitted or required by this Agreement of which the Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such unauthorized use and/or disclosure;

d. Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to adhere to the same restrictions and conditions on the use and/or disclosure of protected health information that apply herein;

e. Upon their request make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of Health and Human Services (HHS) for purposes of determining COVERED ENTITY's compliance with the Privacy Regulation, subject to attorney-client or other applicable legal privileges;

f. Within thirty (30) days of receiving a written request from COVERED ENTITY, provide to COVERED ENTITY such information as is requested by COVERED ENTITY to permit COVERED ENTITY to respond to a request by the subject member for access, amendment and/or accounting purposes of the disclosures of the member's protected health information in accordance with 45 C.F.R. §§ 164.524, 164.526 and 164.528, 164.314;

g. When possible the Business Associate will, within thirty (30) days of termination of this Agreement, return to COVERED ENTITY or destroy, as requested by COVERED ENTITY, any/all protected health information obtained pursuant to this Contract in the Business Associate's possession retaining no copies, electronic or otherwise in accordance with 45 C.F.R. §§ 164.524, 164.526 and 164.528, 164.314.

If it is not feasible for the Business Associate to return or destroy any information obtained pursuant to the Contract because of various ethical responsibilities and/or current state and

federal requirements relating to Business Associates line of business, at the conclusion or termination of this agreement any protected health information in the possession of the Business Associate will continue to be protected as provided in this Agreement and will only be used or disclosed to meet the Business Associate's ethical responsibilities and any state and federal requirements. Such disclosure will be reported as noted in section 2(c).

2.1 QUALIFIED SERVICE ORGANIZATION

a. The Business Associate is also a qualified service organization and acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the program, it is fully bound by the regulations of 42 CFR Part 2 ("The Regulations") including but not limited to the prohibition on re-disclosure.

b. If necessary, the Business Associate will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by The Regulations.

c. Information disclosed to Business Associate without a release has been disclosed to Business Associate from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Business Associate from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

3. Responsibilities of COVERED ENTITY.

With regard to the use and/or disclosure of protected health information by the Business Associate, COVERED ENTITY hereby agrees:

a. To inform the Business Associate of any changes in the form of notice of privacy practices that COVERED ENTITY provides to members pursuant to 45 C.F.R. §164.520 and provide a copy of the notice currently in use upon request of the Business Associate; and

b. To inform the Business Associate of any changes in, or withdrawal of, the authorization provided to COVERED ENTITY by members whose protected health information may be used or disclosed by the Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 and §164.508; and

c. To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use and/or disclosure of protected health information agreed to by COVERED ENTITY as provided in 45 C.F.R. §164.522.

4. Mutual Representation and Warranty

Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to fully comply with all provisions of this Agreement.

5. Term and Termination.

Term. This agreement shall become effective on the date indicated in the first paragraph and shall continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties.

Termination. As provided under 45 C.F.R. §164.504(e)(2)(iii), COVERED ENTITY may immediately terminate this Agreement and any related Contract if it determines that the Business Associate has breached a material provision of the Agreement. Alternatively, COVERED ENTITY may choose to: (i) provide the Business Associate with written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination is not feasible, COVERED ENTITY shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the Contract.

6. Survival.

The respective rights and obligations of the Business Associate and COVERED ENTITY under the provisions of Section 2(g) and 8 shall survive the termination of this Agreement indefinitely.

7. Amendment.
This Agreement may not be modified or amended, except in writing as agreed to by each party.

8. No Third Party Beneficiaries.
Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

9. Notices.
Notice. Notice hereunder shall be sufficiently given if delivered by hand or if mailed, by certified mail, return receipt requested, effective upon mailing, to:

HCIC
Attention: Chief Executive Officer
1300 S. Yale Street
Flagstaff, Arizona 86001

Business Associate

_____
_____

REMAINDER OF PAGE BLANK, SIGNATURE PAGE FOLLOWS

This Business Associate Agreement/Qualified Service Organization Agreement Executed by the parties hereto:

Business Associate _____ Date _____
By:

COVERED ENTITY _____ Date 11/11/15
By: Sravan Nal

REMAINDER OF PAGE INTENTIONALLY BLANK

ARF-3473 **Consent Agenda Item** **5. M.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Submitted For: Michael O'Driscoll, Director

Submitted By: Marian Sheppard, Clerk of the Board, Clerk of the Board of Supervisors

Department: Health & Emergency Services Division

Information

Request/Subject

Gila County Board of Health Appointments

Background Information

A.R.S. §36-183 states that each county board of supervisors shall appoint a board of health comprised of 5 members in a county having 3 supervisorial districts. One member must be a licensed physician, one member must be a member of the county board of supervisors, and 3 additional members must each represent a supervisorial district and live within that district. The terms of office for all members except Chairman Pastor expired in 2014. It has been extremely difficult to find anyone to serve on this board, especially a licensed physician. The term of office for all members is four years, except the BOS Chairman of which that term coincides with the Supervisor's elected term of office.

Evaluation

Michael O'Driscoll, Health and Emergency Services Division Director, has spoken with a licensed physician and 3 other people who are willing to serve on this board.

Conclusion

The Board of Supervisors is required by statute to appoint individuals to serve on a county board of health. The following individuals are being presented to the Board of Supervisors for its consideration to appoint them to the Gila County Board of Health for four years, except this initial term will actually begin November 17, 2015, upon Board approval - approximately one month over four years:

Lance Porter, M.D. - represented as a licensed physician on the board.
Linda Scoville - represented as a citizen on the board and also representing Supervisorial District 1.

Denise Hansen - represented as a citizen on the board and also representing Supervisorial District 2.
Rick Heron - represented as a citizen on the board and also representing Supervisorial District 3.

Recommendation

The Health and Emergency Services Division Director recommends that the Board of Supervisors appoint Dr. Porter, Ms. Scoville, Ms. Hansen and Mr. Heron to the Gila County Board of Health.

Suggested Motion

Approval to appoint the following individuals to the Gila County Board of Health for a term of office beginning November 17, 2015, through December 31, 2019: Lance Porter, M.D., Linda Scoville, Denise Hansen and Rick Heron.

Attachments

Gila County Board of Health-Proposed Membership

GILA COUNTY BOARD OF HEALTH

(Proposed to BOS on 11-17-15)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Lance Porter (Licensed Physician)	B	A (11/17/15)	-	11/17/15-12/31/19	11/17/15-12/31/19
Michael Pastor (BOS Chairman)	B	C (01/17/14)	4 years	01/01/13-12/31/16	01/01/13-12/31/16
Linda Scoville (Citizen)	A (Supv. District 1)	A (11/17/15)	-	11/17/15-12/31/19	11/17/15-12/31/19
Denise Hansen (Citizen)	A (Supv. District 2)	A (11/17/15)	-	11/17/15-12/31/19	11/17/15-12/31/19
Rick Heron (Citizen)	A (Supv. District 3)	A (11/17/15)	-	11/17/15-12/31/19	11/17/15-12/31/19

[1] Appointment Information:

A. Date of creation: Re-created on June 9, 2010
B. Regulated per A.R.S. §36-183 and §36-184
C. Per A.R.S. §36-183 - The Board of Supervisors appoints 5 members consisting of a member of the Board of Supervisors; a physician licensed pursuant to title 32, chapter 13 or 17 and three citizens selected for their interest in public health, each citizen member to be a resident of a different supervisorial district. The director of a county health department shall serve, without vote, as an ex officio member of the board. Citizen members appointed pursuant to this section shall not be county health department employees.
D. Terms of Office – Per A.R.S. §36-183 - The member selected from the board of supervisors shall serve during that member's term of office. The term of office of the physician member and of the citizen members shall be four years.
E. Per A.R.S. §36-184 – The director of the local health department shall serve as secretary of the board. The board shall hold an annual meeting in July each year at which officers shall be elected for the ensuing year. Monthly and special meetings may be held on the call of the president, the director or any two members.

[2] Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
B. Supervisory Appointment: Member unrestricted by district.
C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type

A. New Appointment
B. Existing vacancy created by (provide name)
C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-3419 **Consent Agenda Item** **5. N.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: Globe Regional Constable's Office Monthly Report for September 2015

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Kimberly Rust, Constable Clerk, Constable - Globe Regional

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Information

Subject

Globe Regional Constable's Office Monthly Report for September 2015

Suggested Motion

Acknowledgment of the September 2015 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

September 2015

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE

1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

Date: October 2, 2015

To: Gila County Board of Supervisors

From: Ruben A. Mancha Constable

Re: Monthly Report

For the month of September 2015, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH:	**164**
TOTAL MILES FOR MONTH	**1017**

Globe Constable assisted/other: Bailiff in	**3**	court hearings
The Deputy Constable assisted/other: Bailiff in	**0**	court hearings
Total Monies Collected for the Month	**$352.00**	
Warrant letters mailed	**164**	
FTP Warrant Surcharge Monies taken in by the Globe Regional justice Court	**$1350.12**	

Respectfully submitted,

Ruben A. Mancha

GLOBE CONSTABLE

Gila County Globe Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total		Active		Served		Retd/Unsrvd	
Arrest Warrant	76	75	98.68	0	0.00	1	1.32
Hearing Order on OP	3	1	33.33	2	66.67	0	0.00
Injunction Against Harassment	6	0	0.00	6	100.00	0	0.00
Letter	1	0	0.00	1	100.00	0	0.00
Notice and Summons	2	0	0.00	2	100.00	0	0.00
Notice to Appear; Petition	4	0	0.00	4	100.00	0	0.00
Order of Protection	11	2	18.18	9	81.82	0	0.00
Order to Show Cause	1	0	0.00	1	100.00	0	0.00
Subpoena Duces Tecum	37	3	8.11	33	89.19	1	2.70
Summons Forcible Detainer	3	0	0.00	3	100.00	0	0.00
Criminal Summons	20	1	5.00	12	60.00	7	35.00
Totals	**164**	**82**	**50.00**	**73**	**44.51**	**9**	**5.49**

Report Includes:

All receive dates between `08:00:00 09/01/15` and `23:59:00 09/30/15`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
114387 OCT -1 15

DATE 10-1-15

CONTRACT #

GRANT #

DEPOSIT TO FUND General Fund FUND #

REMITTING AGENCY Globe Regional Constable # 321

BILLING PERIOD September 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1005.321.3405.80	CASH	Service Fees	128 00
	1376		48 00
	897		40 00
	1371		40 00
	2421		96 00
			352 00

Preparer Signature: Kimberly Buest Title Constable Clerk

Approved Signature: Title CONSTABLE

SUMMARY OF DEPOSIT

Currency	128 —
Coins	
Checks	224 —
Total	352 —

1@100
1@20
1@5
3@1 = 3
128

TREASURER By Date 10/1/15

ORIGINATING OFFICE

119035

Gila County Globe Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Ballesteros, Gilbert L.

Service Attempt	Attempted By	Served On	Svd?
5813 E Quail Run Rd-Box 1496 Clypl Az, Globe	Taylor, R C		NO
Time/Date: 11:36:00 09/17/15			
5813 E Quail Run Rd-Box 1496 Clypl Az, Globe	Taylor, R C		NO
Time/Date: 11:36:00 09/17/15			
5813 E Quail Run Rd-Box 1496 Clypl Az, Globe	Taylor, R C	Gilbert Ballesteros	YES
Time/Date: 09:10:00 09/18/15			
5813 E Quail Run Rd-Box 1496 Clypl Az, Globe	Taylor, R C	Gilbert Ballesteros	YES
Time/Date: 09:10:00 09/18/15			

To Be Served: Ballesteros, Josephine M.

Service Attempt	Attempted By	Served On	Svd?
5813 Quail Run Road, Globe	Taylor, R C		NO
Time/Date: 11:36:00 09/17/15			
5813 Quail Run Road, Globe	Taylor, R C		NO
Time/Date: 11:36:00 09/17/15			
5813 Quail Run Road, Globe	Mancha, R A	josephine Ballesteros	YES
Time/Date: 08:11:00 09/21/15			
5813 Quail Run Road, Globe	Mancha, R A	josephine Ballesteros	YES
Time/Date: 08:11:00 09/21/15			

To Be Served: Barajas, Denise

Service Attempt	Attempted By	Served On	Svd?
175 N PINE ST, Globe	Taylor, R C	Allen Mayo	YES

Time/Date: 09:40:00 09/28/15

To Be Served: Binseno, S

Service Attempt	Attempted By	Served On	Svd?
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 50, Globe	Taylor, R C		NO

Time/Date: 11:20:00 09/01/15

To Be Served: Bracamonte, Joseph P.

Service Attempt	Attempted By	Served On	Svd?
130 W. Cedar, Globe	Taylor, R C	Joseph Paul Bracamonte	YES

Time/Date: 10:00:00 09/28/15

To Be Served: Brundrett, Douglas

Service Attempt	Attempted By	Served On	Svd?
175 N PINE ST, Globe	Mancha, R A	J. Cruz	YES

Time/Date: 14:36:00 09/14/15

175 N PINE ST, Globe	Taylor, R C	Allen Mayo	YES

Time/Date: 09:40:00 09/28/15

To Be Served: Bucy, Jeffrey D.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	Jeffrey Bucy	YES

Time/Date: 11:40:00 09/18/15

1100 E SOUTH ST, Globe	Taylor, R C	Jeffrey Bucy	YES

Time/Date: 11:40:00 09/18/15

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted], Claypool	Mancha, R A	[redacted]	YES

Time/Date: 11:29:00 09/14/15

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?

[redacted], Miami	Mancha, R A	[redacted]	YES
Time/Date: 11:50:00 09/14/15			

To Be Served: Bysor, Mark A. II

Service Attempt	Attempted By	Served On	Svd?
14239 AZ 188, Globe	Taylor, R C	Mark Bysor Jr	YES
Time/Date: 11:00:00 09/11/15			

To Be Served: Bysor, Mark A. Sr

Service Attempt	Attempted By	Served On	Svd?
150 N STAGECOACH TRL, Roosevelt	Taylor, R C	Mark Bysor Sr	YES
Time/Date: 11:25:00 09/10/15			

To Be Served: Castaneda, Abraham J. Jr

Service Attempt	Attempted By	Served On	Svd?
175 North Pine Street, Globe	Taylor, R C	Allen Mayo	YES
Time/Date: 09:40:00 09/28/15			

To Be Served: Chacon, Samuel P.

Service Attempt	Attempted By	Served On	Svd?
5933 S Calle De Loma, Miami	Mancha, R A		NO
Time/Date: 10:31:00 09/28/15			
5933 S Calle De Loma, Miami	Mancha, R A	Samuel Placencio Chacon	YES
Time/Date: 19:04:00 09/28/15			

To Be Served: Contreras, Pete

Service Attempt	Attempted By	Served On	Svd?
4259 E Wilson, Claypool	Taylor, R C	Pete Contreras	YES
Time/Date: 11:30:00 09/08/15			

To Be Served: Dalley, Darryl S.

Service Attempt	Attempted By	Served On	Svd?
305 W Sunset PO Box 935 Claypool, Miami	Mancha, R A		NO

Time/Date: 10:41:00 09/28/15			
305 W Sunset PO Box 935 Claypool, Miami	Mancha, R A		NO
Time/Date: 10:45:00 09/28/15			
4303 Broad Street Circle K, Miami	Mancha, R A	Darryl Scott Dalley	YES
Time/Date: 22:36:00 09/28/15			

To Be Served: Deiters, Jordan M.

Service Attempt	Attempted By	Served On	Svd?
2115 E US HIGHWAY 60; FRYS, Globe	Taylor, R C	Jordan Deiters	YES
Time/Date: 10:50:00 09/08/15			

To Be Served: Dybdahl, Lynn M.

Service Attempt	Attempted By	Served On	Svd?
5576 S GLENDALE AVE, Globe	Mancha, R A	Lynn Marie Dybdahl	YES
Time/Date: 11:25:00 09/15/15			

To Be Served: Eaton, Randy V.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Mancha, R A	Randy Van Eaton	YES
Time/Date: 16:49:00 09/10/15			

To Be Served: Enfield, Chelsea R.

Service Attempt	Attempted By	Served On	Svd?
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 86, Globe	Mancha, R A		NO
Time/Date: 09:42:00 09/14/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 86, Globe	Mancha, R A		NO
Time/Date: 14:48:00 09/14/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 86, Globe	Mancha, R A		NO
Time/Date: 16:53:00 09/14/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 86, Globe	Mancha, R A		NO
Time/Date: 20:24:00 09/14/15			

8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 86, Globe	Mancha, R A		NO
Time/Date: 15:30:00 09/15/15			
2060 E US HIGHWAY 60; DAVES FAST STOP CHEVRON, Globe	Mancha, R A	Chelsea Enfield	YES
Time/Date: 09:13:00 09/17/15			

To Be Served: Engel, J

Service Attempt	Attempted By	Served On	Svd?
,	Taylor, R C	L. Hansen	YES
Time/Date: 09:40:00 09/11/15			

To Be Served: Garcia, Patsy J.

Service Attempt	Attempted By	Served On	Svd?
340 N Third Street, Globe	Mancha, R A		NO
Time/Date: 09:57:00 09/28/15			
1700 E ASH ST; TACO BELL, Globe	Mancha, R A	Patsy Garcia	YES
Time/Date: 15:40:00 09/30/15			

To Be Served: Gillen, Scott G.

Service Attempt	Attempted By	Served On	Svd?
Miami PD, Miami	Mancha, R A	Myrna Flores	YES
Time/Date: 10:48:00 09/28/15			

To Be Served: Gillispie, Ashley M.

Service Attempt	Attempted By	Served On	Svd?
197 S MACKEY CAMP RD, Miami	Mancha, R A		NO
Time/Date: 11:17:00 09/28/15			
197 S MACKEY CAMP RD, Miami	Taylor, R C		NO
Time/Date: 10:20:00 09/29/15			
629 N HILL ST, Globe	Taylor, R C	Ashley Gillispie	YES
Time/Date: 11:35:00 09/29/15			

To Be Served: Gillispie, James C.

Service Attempt	Attempted By	Served On	Svd?
197 S MACKEY CAMP RD, Miami	Mancha, R A		NO
Time/Date: 11:17:00 09/28/15			
197 S MACKEY CAMP RD, Miami	Taylor, R C		NO
Time/Date: 10:20:00 09/29/15			
629 N HILL ST, Globe	Taylor, R C	James Gillispie	YES
Time/Date: 11:35:00 09/29/15			

To Be Served: Guerrera, Jospeh

Service Attempt	Attempted By	Served On	Svd?
100 S Ragus Rd, Claypool	Taylor, R C		NO
Time/Date: 10:30:00 09/10/15			
100 S Ragus Rd, Claypool	Taylor, R C	Joseph Guerra	YES
Time/Date: 20:54:00 09/10/15			

To Be Served: Harrist, Vernon L.

Service Attempt	Attempted By	Served On	Svd?
2115 E US HIGHWAY 60; FRYS; unit 200, Globe	Taylor, R C	Vernon Lee Harrist	YES
Time/Date: 17:35:00 09/04/15			

To Be Served: Haverstick, Terry A.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	Terry Haverstick	YES
Time/Date: 10:50:00 09/24/15			

To Be Served: Hernandez, Eberto J.

Service Attempt	Attempted By	Served On	Svd?
4329 Hammond Street/4368 Copper Street, Claypool	Taylor, R C		NO
Time/Date: 11:20:00 09/08/15			

To Be Served: Hiers, Patrick A.

Service Attempt	Attempted By	Served On	Svd?

599 E Green Ave, Globe	Taylor, R C		NO
Time/Date: 15:39:00 09/08/15			

To Be Served: Hill, Rena M.

Service Attempt	Attempted By	Served On	Svd?
6168 Calle De Loma, Claypool	Taylor, R C		NO
Time/Date: 10:15:00 09/08/15			
6168 Calle De Loma, Claypool	Taylor, R C		NO
Time/Date: 11:15:00 09/11/15			
6168 Calle De Loma, Claypool	Mancha, R A	Rena Mae Hill	YES
Time/Date: 12:08:00 09/15/15			

To Be Served: Jascha, Raylynn

Service Attempt	Attempted By	Served On	Svd?
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 80, Globe	Mancha, R A		NO
Time/Date: 09:40:00 09/14/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 80, Globe	Mancha, R A	Jolena Frances Hall	YES
Time/Date: 20:23:00 09/14/15			

To Be Served: Landa, Robert R.

Service Attempt	Attempted By	Served On	Svd?
312 S Hill Street, Globe	Taylor, R C	Robert Landa	YES
Time/Date: 10:10:00 09/22/15			

To Be Served: Leetham, Anthony P.

Service Attempt	Attempted By	Served On	Svd?
375 S FOURTH ST, Globe	Taylor, R C		NO
Time/Date: 08:09:00 09/09/15			

To Be Served: Leon, Ruben J. Jr

Service Attempt	Attempted By	Served On	Svd?
700 E MAPLE ST, Globe	Taylor, R C	Ruben Joseph Leon Jr	YES

Time/Date: 08:40:00 09/28/15

To Be Served: Lertique, Piper R.

Service Attempt	Attempted By	Served On	Svd?
5453 E SNEDDEN ST, Globe	Mancha, R A	Posted & Certified Mailed	YES

Time/Date: 10:52:00 09/09/15

To Be Served: Licano, Jaclyn L.

Service Attempt	Attempted By	Served On	Svd?
5801 S PINEWAY ST, Claypool	Taylor, R C		NO

Time/Date: 10:05:00 09/08/15

197 S MACKEY CAMP RD; unit 4, Miami	Taylor, R C	Jaclyn Licano	YES

Time/Date: 10:50:00 09/10/15

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted], Miami	Mancha, R A	[redacted]	YES

Time/Date: 11:56:00 09/15/15

To Be Served: Lozano, Sophia M.

Service Attempt	Attempted By	Served On	Svd?
6005 S MORROW AVE, Claypool	Taylor, R C	Sophia Lozano	YES

Time/Date: 15:00:00 09/11/15

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted], Globe	Mancha, R A	[redacted]	YES

Time/Date: 18:26:00 09/17/15

To Be Served: [redacted]

Service Attempt	Attempted By	Served On	Svd?
[redacted], Globe	Mancha, R A		NO

Time/Date: 11:40:00 09/16/15

[redacted] Globe	Mancha, R A	[redacted]	YES

Time/Date: 10:12:00 09/17/15

To Be Served: McCoy, Carl

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	R. Holiday	YES

Time/Date: 09:10:00 09/10/15

To Be Served: McGroarty, Chris

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	R. Holiday	YES

Time/Date: 09:10:00 09/10/15

To Be Served: McIntosh, Louis C.

Service Attempt	Attempted By	Served On	Svd?
437 S HIGH ST, Globe	Taylor, R C	Louis McIntosh	YES

Time/Date: 10:50:00 09/02/15

To Be Served: McInturff, Christopher W.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	Chris McInturff	YES

Time/Date: 11:50:00 09/03/15

To Be Served: Munoz, Timoteo E.

Service Attempt	Attempted By	Served On	Svd?
740 E South St, Globe	Taylor, R C		NO

Time/Date: 12:30:00 09/04/15

To Be Served: Nock, John E.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	John Nock	YES

Time/Date: 11:00:00 09/04/15

To Be Served: Olmedo, Gloria M.

Service Attempt	Attempted By	Served On	Svd?

199 W Santee Street, Globe	Taylor, R C		NO
Time/Date: 10:30:00 09/04/15			
199 W Santee Street, Globe	Mancha, R A		NO
Time/Date: 15:03:00 09/08/15			
7395 E GRAND VIEW DR, Globe	Mancha, R A		NO
Time/Date: 10:41:43 09/10/15			

To Be Served: Olmedo, Kendra R.

Service Attempt	Attempted By	Served On	Svd?
8968 S Six Shooter Canyon, Globe	Taylor, R C		NO
Time/Date: 10:30:00 09/04/15			
199 W SANTEE ST, Globe	Mancha, R A		NO
Time/Date: 15:03:00 09/08/15			
7395 E GRAND VIEW DR, Globe	Mancha, R A		NO
Time/Date: 12:20:00 09/09/15			
7395 E GRAND VIEW DR, Globe	Mancha, R A	Kendra Olmedo	YES
Time/Date: 17:24:00 09/09/15			

To Be Served: Olvera, Connie R.

Service Attempt	Attempted By	Served On	Svd?
1930 E ASH ST, Globe	Taylor, R C	Connie Olvera	YES
Time/Date: 10:35:00 09/02/15			

To Be Served: Oropeza, Diane E.

Service Attempt	Attempted By	Served On	Svd?
705 E KLINE ST, Globe	Taylor, R C	Diane Oropeza	YES
Time/Date: 10:15:00 09/04/15			

To Be Served: Ortiz, Charles A.

Service Attempt	Attempted By	Served On	Svd?
1281 S WALLIMAN RD, Globe	Taylor, R C	Charles Ortiz	YES
Time/Date: 11:40:00 09/04/15			

To Be Served: Ortiz, Eddie

Service Attempt	Attempted By	Served On	Svd?
5825 E Quail Run, Globe	Taylor, R C		NO
Time/Date: 09:45:00 09/10/15			
5825 E Quail Run, Globe	Taylor, R C	Eddie Ortiz	YES
Time/Date: 13:10:00 09/10/15			

To Be Served: Owens, Richard J.

Service Attempt	Attempted By	Served On	Svd?
139 N FIRST ST, Globe	Taylor, R C	Posted & Certified Mailed	YES
Time/Date: 10:11:00 09/14/15			

To Be Served: Packard, Andrew D.

Service Attempt	Attempted By	Served On	Svd?
4446 E COPPER ST, Claypool	Mancha, R A	Andrew Packard	YES
Time/Date: 11:35:00 09/09/15			

To Be Served: Padilla, Alicia C.

Service Attempt	Attempted By	Served On	Svd?
244 S HIGH ST, Globe	Mancha, R A		NO
Time/Date: 14:31:00 09/14/15			
244 S HIGH ST, Globe	Mancha, R A	Alicia Carmen Padilla	YES
Time/Date: 16:09:00 09/14/15			

To Be Served: Pearce, Luther C.

Service Attempt	Attempted By	Served On	Svd?
4382 Copper St, Claypool	Taylor, R C	Luther Pearce	YES
Time/Date: 11:10:00 09/08/15			

To Be Served: Petty, Steven B.

Service Attempt	Attempted By	Served On	Svd?
7742 S Albany Drive, Globe	Taylor, R C	Steven Petty	YES
Time/Date: 13:35:00 09/04/15			

To Be Served: Powell, Morgan D.

Service Attempt	Attempted By	Served On	Svd?
6206 S RUSSELL RD; LITTLE ACRES MHP; unti 38, Globe	Mancha, R A		NO
Time/Date: 16:29:00 09/14/15			
5728 S GLENDALE AVE, Globe	Mancha, R A		NO
Time/Date: 17:11:00 09/14/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 65, Globe	Mancha, R A		NO
Time/Date: 12:48:00 09/16/15			
5728 S GLENDALE AVE, Globe	Mancha, R A	Morgan Powell	YES
Time/Date: 08:59:00 09/17/15			

To Be Served: Prater, Noreen

Service Attempt	Attempted By	Served On	Svd?
1100 South St, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:10:00 09/10/15			

To Be Served: Preston, Spencer

Service Attempt	Attempted By	Served On	Svd?
Miami Police Department, Miami	Mancha, R A	Myrna Flores	YES
Time/Date: 10:48:00 09/28/15			
Miami Police Department, Miami	Mancha, R A	Myrna Flores	YES
Time/Date: 10:48:00 09/28/15			

To Be Served: Price, Susan M.

Service Attempt	Attempted By	Served On	Svd?
140 E HALBY CT; unit 2, Globe	Taylor, R C		NO
Time/Date: 11:35:00 09/24/15			
140 E HALBY CT; unit 2, Globe	Taylor, R C	Susan Price	YES
Time/Date: 11:37:00 09/24/15			

To Be Served: Reyes, Albert C.

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Mancha, R A	Albert Reyes	YES

Time/Date: 09:15:00 09/14/15

To Be Served: Reynoso, Jacob G.

Service Attempt	Attempted By	Served On	Svd?
5900 N MAIN ST; unit 128, Globe	Mancha, R A	Jocob Gonzalo Reynoso	YES

Time/Date: 11:09:03 09/21/15

To Be Served: Rivera, Christopher A.

Service Attempt	Attempted By	Served On	Svd?
943 W LIVE OAK ST, Miami	Mancha, R A	Christopher Rivera	YES

Time/Date: 10:59:00 09/28/15

To Be Served: Roberts, Kevin

Service Attempt	Attempted By	Served On	Svd?
1100 South Street, Globe	Taylor, R C	Rose Holiday	YES

Time/Date: 09:10:00 09/10/15

To Be Served: Rodriguez, Dan

Service Attempt	Attempted By	Served On	Svd?
Miami PD, Miami	Mancha, R A	Myrna Flores	YES

Time/Date: 10:48:00 09/28/15

To Be Served: Rogers-Prince, William C.

Service Attempt	Attempted By	Served On	Svd?
755 E PRICKLY PEAR DR, Globe	Taylor, R C		NO

Time/Date: 09:45:00 09/04/15

To Be Served: Salas, Destany R.

Service Attempt	Attempted By	Served On	Svd?
3781 RxR Ave, Claypool	Taylor, R C		NO

Time/Date: 10:00:00 09/01/15

471 W EUCLID AVE, Globe	Taylor, R C		NO
Time/Date: 13:45:00 09/08/15			

To Be Served: Salas, Emilio C.

Service Attempt	Attempted By	Served On	Svd?
407 W EUCLID AVE, Globe	Taylor, R C	Emilio Cruz Salas	YES
Time/Date: 10:30:00 09/23/15			

To Be Served: Sanders, Ronald J.

Service Attempt	Attempted By	Served On	Svd?
4360 Locomotive, Claypool	Taylor, R C		NO
Time/Date: 09:50:00 09/08/15			
4360 Locomotive, Claypool	Taylor, R C		NO
Time/Date: 19:00:00 09/08/15			
1400 E ASH ST, Globe	Rust, K	Ronald Sanders	YES
Time/Date: 12:48:00 09/10/15			

To Be Served: Shaw, Richard K.

Service Attempt	Attempted By	Served On	Svd?
Miami Police Department, Miami	Mancha, R A	Myrna Flores	YES
Time/Date: 10:48:00 09/28/15			

To Be Served: Shellenberger, Mark A.

Service Attempt	Attempted By	Served On	Svd?
9112 S ICE HOUSE CANYON RD, Globe	Taylor, R C		NO
Time/Date: 10:25:00 09/28/15			
9112 S ICE HOUSE CANYON RD, Globe	Taylor, R C	Mark Alan Shellenberger	YES
Time/Date: 10:30:00 09/28/15			

To Be Served: Singh, Ken

Service Attempt	Attempted By	Served On	Svd?
727 W LIVE OAK ST; SONNY'S FAST STOP, Miami	Mancha, R A		NO
Time/Date: 10:55:00 09/28/15			

727 W LIVE OAK ST; SONNY'S FAST STOP, Miami	Mancha, R A	Ken Singh	YES

Time/Date: 15:50:00 09/28/15

To Be Served: Smith, Jeremy J.

Service Attempt	Attempted By	Served On	Svd?
1730 E Ash Street / Unit 15 Casa De Monti, Globe	Mancha, R A	Jeremy James Smith	YES

Time/Date: 09:44:00 09/28/15

To Be Served: Smith, Melissa L.

Service Attempt	Attempted By	Served On	Svd?
457 S PARKER ST, Globe	Taylor, R C		NO

Time/Date: 09:57:00 09/14/15

To Be Served: Springfield, Jonathan W.

Service Attempt	Attempted By	Served On	Svd?
2491 N Escudilla, Globe	Taylor, R C		NO

Time/Date: 09:55:00 09/08/15

2491 N Escudilla, Globe	Taylor, R C		NO

Time/Date: 14:10:00 09/08/15

5824 S MAPLE LEAF ST, Claypool	Taylor, R C		NO

Time/Date: 10:23:03 09/09/15

To Be Served: Termain, Deanna Y.

Service Attempt	Attempted By	Served On	Svd?
1095 E Mesquite St, Globe	Taylor, R C	Deanna Termain	YES

Time/Date: 10:25:00 09/22/15

To Be Served: Town Of Miami

Service Attempt	Attempted By	Served On	Svd?
500 Sullivan Street, Miami	Mancha, R A	Monique Martinez	YES

Time/Date: 11:40:00 09/15/15

To Be Served: Trimble, Kalen R.

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St, Globe	Taylor, R C	Allen Mayo	YES
Time/Date: 09:40:00 09/28/15			

To Be Served: Velarde, Breanna R.

Service Attempt	Attempted By	Served On	Svd?
245 S WENTWORTH AVE, Miami	Mancha, R A		NO
Time/Date: 11:30:00 09/28/15			
358 W SUNSET ST, Miami	Mancha, R A		NO
Time/Date: 13:33:00 09/28/15			
727 W LIVE OAK ST; SONNY'S FAST STOP, Miami	Mancha, R A	Breanna Raenell Velarde	YES
Time/Date: 15:51:00 09/28/15			

To Be Served: White, Danny

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 10:00:00 09/02/15			

To Be Served: Yeager, Michael T.

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St GPD, Globe	Taylor, R C	A. Martinez	YES
Time/Date: 09:20:00 09/10/15			

To Be Served: Zaragoza, Isaac E.

Service Attempt	Attempted By	Served On	Svd?
1315 E MESQUITE ST, Globe	Taylor, R C		NO
Time/Date: 10:05:00 09/04/15			
2046 E US HIGHWAY 60; HORNE AUTO, Globe	Taylor, R C	Isaac Zaragoza	YES
Time/Date: 10:40:00 09/04/15			

Report Includes:
All dates between `08:00:00 09/01/15` and `23:59:00 09/30/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

GLOBE REGIONAL CONSTABLE OFFICE				
FEES COLLECTED				
SEPTEMBER 2015				
DATE	RECEIVED FROM	PROCESS NUMBER CASE NUMBER	AMOUNT	CHECK / MO / CASH
9/2/2015	Kimberly Rust	1509CO001 GC201500035	40.00	Cash
9/8/2015	Kathryn Evans	1509CO026 J0403CV2015-387	40.00	Check
9/9/2015	Elizabeth Sgrignoli	1509CO028 J0403CV2015-390	48.00	Cash
9/9/2015	Gilbert Ballesteros	1509CO036 J0403CV2015-391	40.00	Cash
9/11/2015	Kathryn Evans	1509CO063 J0403CV2015-395	48.00	Check
9/11/2015	Steve Schell	1509CO065 J0403CV2015-397	48.00	Check
9/11/2015	Steve Schell	1509CO064 J0403CV2015-396	48.00	Check
9/15/2015	Gary Goetteman	1509CO073 CV2015-00193	40.00	Check
			$352.00	

ARF-3423 **Consent Agenda Item** **5. O.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: September 2015

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Constable Clerk, Constable - Payson Regional

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Information

Subject

Payson Regional Constable's Office Monthly Report for September 2015.

Suggested Motion

Acknowledgment of the September 2015 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for September 2015

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

September 2015
MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

October 1, 2015

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **September, 2015**, the Payson Regional Constable's Office:

- Received a total of **104** papers for service
- Drove a total of **791** miles
- Collected a total of **$1,383.00** as follows:

• Check Total	$1,178.00
• Cash Total	$205.00
• Total Deposited	$1,383.00
• Check #2404, JJL Process Corp – refund - overpayment	($ 58.00)
• Less Writ Fee (4 @ $5.00/each) Collected (Check #2405/Treasurer's Receipt #98423)	($ 20.00)
• Paid to General Fund (Check #2406/Treasurer's Receipt #98424)	$1,305.00
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	$ 875.00
Grand Total Paid to General Fund	**$2,180.00**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2015-2016

2015-2016 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	114	878	$1,345.00	$875.00	$2,220.00
AUGUST	202	1,029	$1,396.24	$875.00	$2,271.24
SEPTEMBER	104	791	$1,383.00	$875.00	$2,258.00
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	420	2,698	$4,124.24	$2,625.00	$6,749.24

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Payson Regional Constable's Office

Cash Received Report, by Name

Name	Process #	Received	Receipt #	Amount Received
Brown, Paul Roger JR	1509PR067	09/21/15	657	40.00
				40.00
CPM Corporation,	1509PR102	09/30/15	669	75.00
				75.00
Clark, Ronnette Lee	1509PR033	09/09/15	654	74.00
				74.00
Evans Dove & Nelson PLC,	1509PR097	09/29/15	668	48.00
				48.00
JJL Process Corp,	1509PR010	09/02/15	646	69.00
	1509PR011	09/02/15	647	69.00
				138.00
Kinzenbaw, David R	1509PR032	09/09/15	653	77.00
				77.00
Landers, Martha Frances	1509PR003	09/01/15	645	40.00
				40.00
Law Office of Jo Ellen Vork,	1509PR104	09/30/15	670	56.00
				56.00
Lloyd Law Group PLLC,	1509PR084	09/23/15	659	40.00
	1509PR085	09/23/15	660	40.00
	1509PR086	09/23/15	661	40.00
	1509PR087	09/23/15	662	40.00
	1509PR088	09/23/15	663	40.00
	1509PR089	09/23/15	664	40.00
				240.00
Maurnez Apartments,	1509PR096	09/28/15	667	77.00

				77.00
Mitchell, Eileen Teresa	1509PR090	09/24/15	665	40.00
				40.00
PJ Rental Properties LLC,	1509PR093	09/25/15	666	69.00
				69.00
Prest Realty LLC,	1509PR028	09/08/15	651	77.00
				77.00
Prudential Arizona Realty,	1509PR031	09/09/15	652	48.00
	1509PR040	09/14/15	656	48.00
				96.00
Sexton, Paul Kent	1509PR068	09/23/15	658	48.00
				48.00
Sniegowski, John M	1509PR034	09/11/15	655	68.00
				68.00
Track Down Inc,	1509PR019	09/04/15	648	40.00
	1509PR020	09/04/15	649	40.00
	1509PR021	09/04/15	650	40.00
				120.00
	Total Cash Received:			**1383.00**

Report Includes:
All transaction dates between `09/01/15` and `09/30/15`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`

Payson Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total		Active		Served		Retd/Unsrvd	
Child Custody Packet	1	1	100.00	0	0.00	0	0.00
Criminal Subpoena	51	3	5.88	46	90.20	2	3.92
Divorce Packet	1	0	0.00	1	100.00	0	0.00
Five Day Notice	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	2	0	0.00	2	100.00	0	0.00
Notice of Hearing	1	1	100.00	0	0.00	0	0.00
Notice to Appear; Petition	7	0	0.00	7	100.00	0	0.00
Order of Protection	13	3	23.08	9	69.23	1	7.69
Summons and Complaint	6	1	16.67	4	66.67	1	16.67
Summons Forcible Detainer	5	0	0.00	5	100.00	0	0.00
Criminal Summons	12	0	0.00	11	91.67	1	8.33
Writ of Garnishment Earnings	1	0	0.00	1	100.00	0	0.00
Writ of Restitution	3	0	0.00	3	100.00	0	0.00
Totals	**104**	**9**	**8.65**	**90**	**86.54**	**5**	**4.81**

Report Includes:
All receive dates between `00:00:00 09/01/15` and `23:59:59 09/30/15`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`

Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Antich, Jeff

Service Attempt	Attempted By	Served On	Svd?
1304 W RED BARON RD; FRITO LAY, Payson	Engler, D B	Jeff Antich	YES

Time/Date: 09:07:00 09/17/15

To Be Served: Bockelman, Kenneth J.

Service Attempt	Attempted By	Served On	Svd?
243 N OLD MOUNTAIN TRL; Gisela/HC1 Box 1089G, Payson	Chagolla, R	Kenneth James Bockelman	YES

Time/Date: 19:03:00 09/29/15

To Be Served: Bogatko, Nick

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	Engler, D B	PPD Clipboard	YES

Time/Date: 13:22:00 09/24/15

To Be Served: Brocksen, Laurie A.

Service Attempt	Attempted By	Served On	Svd?
5479 W VALLEY VIEW ST, Pine	McClure, J	Posted on Main Door	YES

Time/Date: 17:10:00 09/11/15

To Be Served: Bryan, Melinda G.

Service Attempt	Attempted By	Served On	Svd?
144 E Andrew Drive, Payson	McClure, J		NO

Time/Date: 16:30:00 09/17/15

780 W STANDAGE DR, Payson	McClure, J	Melinda G Bryan	YES

Time/Date: 17:30:00 09/17/15

To Be Served: Burghart, Stephanie M.

Service Attempt	Attempted By	Served On	Svd?

108 W MAIN ST, Payson	Labonte, C	Stephanie Michelle Burghart	YES
Time/Date: 12:03:00 09/04/15			

To Be Served: Cadwell, Josh

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 13:00:00 09/04/15			
303 N Beeline Highway, Payson	John France	PPD Clipboard	YES
Time/Date: 17:35:00 09/16/15			

To Be Served: Campbell, Scott

Service Attempt	Attempted By	Served On	Svd?
107 E BONITA ST; unit 22, Payson	Engler, D B	Posted to door	YES
Time/Date: 10:09:00 09/23/15			

To Be Served: Carstensen, Mark

Service Attempt	Attempted By	Served On	Svd?
201 W PINON CIR, Payson	White, C	Mark Carstensen	YES
Time/Date: 11:55:00 09/03/15			

To Be Served: Chabot, Lance M.

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Havey, M T	Lance Chabot	YES
Time/Date: 16:05:00 09/24/15			

To Be Served: Cotney, Elizabeth

Service Attempt	Attempted By	Served On	Svd?
905 S Mclane #26, Payson	Engler, D B	Elizabeth Cotney	YES
Time/Date: 13:45:00 09/24/15			

To Be Served: Cross, James

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	Dirks, B C	GCSO Clipboard	YES

Time/Date: 11:35:00 09/14/15

To Be Served: Davies, Jesse T.

Service Attempt	Attempted By	Served On	Svd?
303 North Beeline, Payson	John France	PPD Clipboard	YES

Time/Date: 17:35:00 09/15/15

To Be Served: Deaton, Justin

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	John France	PPD Clipboard	YES

Time/Date: 17:35:00 09/15/15

303 N Beeline Hwy, Payson	Engler, D B	PPD Clipboard	YES

Time/Date: 13:21:00 09/24/15

To Be Served: Derwort, Seth N.

Service Attempt	Attempted By	Served On	Svd?
174 Old Creek Trail, Payson	White, C	Seth Derwort	YES

Time/Date: 13:35:00 09/04/15

To Be Served: Dirks, Brian

Service Attempt	Attempted By	Served On	Svd?
108 W Main St, Payson	Dirks, B C	GCSO Clipboard	YES

Time/Date: 17:04:00 09/23/15

To Be Served: Elsberry, Sandra K.

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Dirks, B C	Sandra Elsberry	YES

Time/Date: 10:51:00 09/08/15

To Be Served: Evans, Herman

Service Attempt	Attempted By	Served On	Svd?
808 E STHY 260; unit 96, Payson	White, C	Herman Evans	YES

Time/Date: 14:50:00 09/01/15

To Be Served: Fields, Teelah A.

Service Attempt	Attempted By	Served On	Svd?
611 W BRIDLE PATH LN, Payson	Halenar, R	Teelah Fields	YES
Time/Date: 13:54:00 09/14/15			

To Be Served: Ford, Leann

Service Attempt	Attempted By	Served On	Svd?
212 W BONITA ST, Payson	Scott, T K	Leann Ford	YES
Time/Date: 12:02:00 09/10/15			

To Be Served: Forsberg, Tyler

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	Engler, D B	PPD Clipboard	YES
Time/Date: 13:22:00 09/24/15			

To Be Served: Frost, Bridget D.

Service Attempt	Attempted By	Served On	Svd?
502 S Ponderosa St, Unit B, Payson	Engler, D B		NO
Time/Date: 09:48:00 09/08/15			
502 S Ponderosa St, Unit B, Payson	Engler, D B		NO
Time/Date: 08:06:00 09/09/15			
502 S Ponderosa St, Unit B, Payson	Engler, D B		NO
Time/Date: 12:45:00 09/10/15			
302 E WADE LN, Payson	McClure, J		NO
Time/Date: 16:18:00 09/11/15			

To Be Served: Garcia, Elizabeth

Service Attempt	Attempted By	Served On	Svd?
1105 W Saddle Ln, Payson	Chagolla, R	Elizabeth Garcia	YES
Time/Date: 18:40:00 09/08/15			

To Be Served: .

Service Attempt	Attempted By	Served On	Svd?

1105 W SADDLE LN, Payson	Chagolla, R		YES
Time/Date: 18:53:00 09/08/15			

To Be Served: George Henry Plumbing

Service Attempt	Attempted By	Served On	Svd?
905 S Beeline Highway, Payson	Todd, Travis	Suzanne Winter	YES
Time/Date: 13:33:00 09/28/15			

To Be Served: Grube, Keith

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Dirks, B C		NO
Time/Date: 11:35:00 09/14/15			

To Be Served: Hannar, Jay M.

Service Attempt	Attempted By	Served On	Svd?
101 W PINON CIR, Payson	White, C		NO
Time/Date: 11:50:00 09/03/15			
101 W PINON CIR, Payson	White, C	Jay Hannar	YES
Time/Date: 12:12:00 09/03/15			

To Be Served: Havey, Brian L.

Service Attempt	Attempted By	Served On	Svd?
108 W. Main St., Payson	Engler, D B	GCSO Clipboard	YES
Time/Date: 08:21:00 09/25/15			

To Be Served: Henkel, Tiffany M.

Service Attempt	Attempted By	Served On	Svd?
607 S COLCORD RD; unit B, Payson	Engler, D B		NO
Time/Date: 08:19:00 09/17/15			
3398 N PINE CREEK DR, Pine	Michelle Keegan		NO
Time/Date: 09:30:00 09/21/15			
3398 N PINE CREEK DR, Pine	Michelle Keegan		NO
Time/Date: 13:35:00 09/21/15			

To Be Served: Hill, Casey A.

Service Attempt	Attempted By	Served On	Svd?
201 S Ponderosa, Payson	Cross, J	Casey Hill	YES
Time/Date: 20:37:00 09/09/15			

To Be Served: Hinton, Karras T.

Service Attempt	Attempted By	Served On	Svd?
808 N MCLANE RD; unti B, Payson	Scott, T K	Chris Hinton	YES
Time/Date: 11:52:00 09/10/15			

To Be Served: Hoff, Jeremy J.

Service Attempt	Attempted By	Served On	Svd?
1123 N ALYSSA CIR, Payson	Labonte, C	Jeremy Hoff	YES
Time/Date: 21:56:00 09/15/15			
1304 W RED BARON RD; FRITO LAY, Payson	Engler, D B		NO
Time/Date: 13:30:00 09/24/15			
1123 N ALYSSA CIR, Payson	Havey, M T	Jeremy Hoff	YES
Time/Date: 17:43:00 09/24/15			

To Be Served: Hornung, David B.

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	Dirks, B C	GCSO Clipboard	YES
Time/Date: 17:04:00 09/23/15			

To Be Served: Jones, Rita H.

Service Attempt	Attempted By	Served On	Svd?
205 N Buckhorn Lane, Payson	McClure, J		NO
Time/Date: 11:50:00 09/08/15			
205 N Buckhorn Lane, Payson	Engler, D B		NO
Time/Date: 07:57:00 09/09/15			
205 N Buckhorn Lane, Payson	Engler, D B		NO
Time/Date: 12:54:00 09/10/15			

420 W FRONTIER ST, Payson	Todd, Travis		NO
Time/Date: 08:49:00 09/15/15			
205 N Buckhorn Lane, Payson	Michelle Keegan		NO
Time/Date: 11:14:00 09/16/15			
108 W MAIN ST, Payson	Dirks, B C	Rita Jones	YES
Time/Date: 12:03:00 09/16/15			

To Be Served: Kerszykowski, Leonard G.

Service Attempt	Attempted By	Served On	Svd?
108 W Main St -Work, Payson	Dirks, B C	GCSO Clipboard	YES
Time/Date: 11:35:00 09/14/15			

To Be Served: Klabbatz, Rocco C.

Service Attempt	Attempted By	Served On	Svd?
159 Stetson Dr, Gisela Tonto Crk Shore, Payson	White, C		NO
Time/Date: 14:04:00 09/04/15			
159 Stetson Dr, Gisela Tonto Crk Shore, Payson	Engler, D B		NO
Time/Date: 11:22:00 09/08/15			
606 E FRONTIER ST, Payson	Engler, D B		NO
Time/Date: 09:15:00 09/09/15			
108 W MAIN ST, Payson	Engler, D B	Rocco Klabbatz	YES
Time/Date: 09:43:00 09/09/15			

To Be Served: Knoner, David B.

Service Attempt	Attempted By	Served On	Svd?
210 N Granite, Payson	Cross, J		NO
Time/Date: 20:57:00 09/09/15			
800 W AIRPORT RD; CROSSWINDS, Payson	Engler, D B		NO
Time/Date: 09:30:00 09/17/15			
210 N Granite, Payson	Michelle Keegan		NO
Time/Date: 10:55:00 09/17/15			
210 N Granite, Payson	Michelle Keegan		NO
Time/Date: 11:12:00 09/17/15			

108 W MAIN ST, Payson	Cronk, R C	David Knoner	YES
Time/Date: 10:59:00 09/18/15			

To Be Served: Krombeen, Nathan

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Dirks, B C	DPS Clipboard	YES
Time/Date: 17:50:00 09/23/15			

To Be Served: LaBonte, Cole

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	Labonte, C	Cole LaBonte	YES
Time/Date: 16:50:00 09/24/15			

To Be Served: Labonte, Paul A.

Service Attempt	Attempted By	Served On	Svd?
804 S. Manzanita, Payson	White, C	Paul Labonte	YES
Time/Date: 14:12:00 09/03/15			

To Be Served: Landers, David E.

Service Attempt	Attempted By	Served On	Svd?
363 W Round Valley Rd, Upper Rnd Vlly, Payson	Labonte, C	David E Landers	YES
Time/Date: 20:37:00 09/01/15			

To Be Served: Landers, Patricia L.

Service Attempt	Attempted By	Served On	Svd?
363 Upper Round Valley Road, Payson	Labonte, C	Patricia L Landers	YES
Time/Date: 20:37:00 09/01/15			

To Be Served: Licavoli, Peter V.

Service Attempt	Attempted By	Served On	Svd?
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 11:30:00 09/03/15			
108 W MAIN ST, Payson	Dirks, B C	DPS Clipboard	YES

Time/Date: 17:50:00 09/23/15

108 W MAIN ST, Payson	Dirks, B C	DPS Clipboard	YES

Time/Date: 17:50:00 09/23/15

201 North Colcord Road, Payson	Chagolla, R	DPS Clipboard	YES

Time/Date: 17:49:00 09/29/15

To Be Served: Lopac, Chelsey A.

Service Attempt	Attempted By	Served On	Svd?
910 W Saddle Lane, Payson	Labonte, C	Chelsey Lopac	YES

Time/Date: 22:28:00 09/14/15

To Be Served: Malone, Debra

Service Attempt	Attempted By	Served On	Svd?
1304 W RED BARON RD; FRITO LAY, Payson	Engler, D B	Debra Malone	YES

Time/Date: 13:34:00 09/24/15

To Be Served: Marchesseault, Andrew

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Dirks, B C	Andrew Marchesseault	YES

Time/Date: 11:35:00 09/14/15

TAR #31, Payson	John France	TAR Clipboard	YES

Time/Date: 17:55:00 09/15/15

108 W MAIN ST, Payson	Dirks, B C	Andrew Marchesseault	YES

Time/Date: 17:19:00 09/23/15

To Be Served: McDonough, Chris

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	Engler, D B	PPD Clipboard	YES

Time/Date: 08:38:00 09/17/15

To Be Served:

Service Attempt	Attempted By	Served On	Svd?
1107 S MCLANE RD; unit 22, Payson	Engler, D B		YES

Time/Date: 07:32:00 09/09/15

To Be Served: Montgomery, Steve

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Dirks, B C	DPS Clipboard	YES
Time/Date: 17:50:00 09/23/15			
201 N Colcord Road, Payson	Chagolla, R	DPS Clipboard	YES
Time/Date: 17:49:00 09/29/15			

To Be Served: Morrow, Jenee C.

Service Attempt	Attempted By	Served On	Svd?
712 S Running Elk Road, Payson	Engler, D B	Jenee Morrow	YES
Time/Date: 10:40:00 09/09/15			

To Be Served:

Service Attempt	Attempted By	Served On	Svd?
712 S RUNNING ELK RD, Payson	Engler, D B		YES
Time/Date: 10:40:00 09/09/15			

To Be Served: Mouraux, Alex D.

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Dirks, B C	Alex Dennis Mouraux	YES
Time/Date: 10:57:00 09/23/15			

To Be Served: Murillo Pimentel, Raymundo A.

Service Attempt	Attempted By	Served On	Svd?
305 W SADDLE LN, Payson	Engler, D B	Raymundo Pimentel	YES
Time/Date: 10:30:00 09/18/15			

To Be Served: Nickerson, Tysarra E.

Service Attempt	Attempted By	Served On	Svd?
1107 S MCLANE RD; unit 22, Payson	Engler, D B		YES
Time/Date: 07:32:00 09/09/15			

To Be Served: Presley, Shirley

Service Attempt	Attempted By	Served On	Svd?
2649 N Juniper Dr, Payson	White, C	Shirley Presley	YES
Time/Date: 15:16:00 09/04/15			

To Be Served: Pursel, Sarah A.

Service Attempt	Attempted By	Served On	Svd?
47671 N. Hwy 288,Apt.#1, Young	McClure, J	Sarah A Pursel	YES
Time/Date: 19:45:00 09/08/15			

To Be Served: Reagan, Weaver

Service Attempt	Attempted By	Served On	Svd?
207 S GOODNOW RD, Payson	John France	Robin J Weaver	YES
Time/Date: 17:10:00 09/17/15			

To Be Served: Rice, Tamara L.

Service Attempt	Attempted By	Served On	Svd?
210 N SNIDER WAY, Payson	Engler, D B		NO
Time/Date: 09:58:00 09/08/15			
210 N SNIDER WAY, Payson	Engler, D B		NO
Time/Date: 07:20:00 09/09/15			
1307 N WILLIAM TELL CIR, Payson	White, C		NO
Time/Date: 21:45:00 09/10/15			
210 N SNIDER WAY, Payson	John France	Tami Rice	YES
Time/Date: 21:00:00 09/15/15			

To Be Served: Rose, Jessica R.

Service Attempt	Attempted By	Served On	Svd?
9252 W GIBSON RANCH RD, Payson	Michelle Keegan		NO
Time/Date: 10:11:49 09/16/15			

To Be Served: Roxberry, Kelly J.

Service Attempt	Attempted By	Served On	Svd?

801 E FRONTIER ST; unit 37, Payson	Chagolla, R	Posted on front door	YES
Time/Date: 18:23:00 09/29/15			

To Be Served: Salazar, Josh

Service Attempt	Attempted By	Served On	Svd?
206 W MAIN ST; unit 1, Payson	Havey, M T	Josh Salazar	YES
Time/Date: 16:40:00 09/26/15			

To Be Served: Sanders, Jared

Service Attempt	Attempted By	Served On	Svd?
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 11:30:00 09/03/15			

To Be Served: Sarnowski, Danielle M.

Service Attempt	Attempted By	Served On	Svd?
605 N PINON RD, Star Valley	Engler, D B	Danielle Sarnowski	YES
Time/Date: 09:56:00 09/17/15			

To Be Served: Sarnowski, David N.

Service Attempt	Attempted By	Served On	Svd?
606 W MAIN ST, Payson	Engler, D B	Noah Sarnowski	YES
Time/Date: 10:24:00 09/17/15			
606 W MAIN ST, Payson	Engler, D B	David Noah Sarnowski	YES
Time/Date: 13:09:00 09/24/15			

To Be Served: Sheldahl, Nicholas A.

Service Attempt	Attempted By	Served On	Svd?
110 W AIRPORT RD; UNIT 23, Payson	Scott, T K	left in apartment	YES
Time/Date: 11:08:00 09/29/15			

To Be Served: Soares, Cody S.

Service Attempt	Attempted By	Served On	Svd?
105 E MAIN #104, Payson	Havey, M T		NO

Time/Date: 18:15:00 09/17/15			
105 E MAIN #104, Payson	Michelle Keegan		NO
Time/Date: 10:57:00 09/24/15			
105 E MAIN #104, Payson	Michelle Keegan		NO
Time/Date: 11:22:00 09/24/15			

To Be Served: Sochor, Mark S.

Service Attempt	Attempted By	Served On	Svd?
110 W Airport RD APT. 24, Payson	White, C		NO
Time/Date: 13:11:00 09/04/15			
110 W Airport RD APT. 24, Payson	Engler, D B		NO
Time/Date: 10:46:00 09/08/15			
110 W Airport RD APT. 24, Payson	Engler, D B		NO
Time/Date: 09:55:00 09/09/15			
110 W Airport RD APT. 24, Payson	Labonte, C	Mark Sochor	YES
Time/Date: 21:37:00 09/14/15			

To Be Served: Sparks, Clint C.

Service Attempt	Attempted By	Served On	Svd?
3655 E AZ HIGHWAY 260; LAZY D RANCH MHP; unit 22, Star Valley	Havey, M T		NO
Time/Date: 17:41:00 09/17/15			
Transient, Payson	Michelle Keegan		NO
Time/Date: 13:30:00 09/21/15			
607 S COLCORD RD; unit D, Payson	Halenar, R	Clint Sparks	YES
Time/Date: 15:45:00 09/21/15			

To Be Served: Stauffer, Dennis

Service Attempt	Attempted By	Served On	Svd?
901 S Coeur D Alene, Payson	Labonte, C	Dennis Stauffer	YES
Time/Date: 21:36:00 09/15/15			

To Be Served: Stauffer, Jenissa

Service Attempt	Attempted By	Served On	Svd?

901 S Coeur D Alene Lane, Payson	Havey, M T	Jenissa Stauffer	YES
Time/Date: 18:21:00 09/17/15			

To Be Served: Suksi, Michelle M.

Service Attempt	Attempted By	Served On	Svd?
100 S BEELINE HWY; WALGREENS, Payson	White, C	Michelle Marie Suksi	YES
Time/Date: 16:09:00 09/04/15			

To Be Served: Tiegen, Charles

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	Engler, D B	PPD Clipboard	YES
Time/Date: 13:22:00 09/24/15			

To Be Served: Torgerson, Chad M.

Service Attempt	Attempted By	Served On	Svd?
305 W SUMMIT ST; unti B, Payson	White, C		NO
Time/Date: 12:48:00 09/04/15			
305 W SUMMIT ST; Unit B, Payson	White, C	Chad Torgerson	YES
Time/Date: 13:00:00 09/04/15			

To Be Served: Varga, Joni M.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	John France	PPD Clipboard	YES
Time/Date: 17:35:00 09/15/15			

To Be Served: Von Somogyi, Zoltan A.

Service Attempt	Attempted By	Served On	Svd?
900 S MCLANE RD; unit B, Payson	Engler, D B		NO
Time/Date: 08:25:00 09/25/15			
108 W MAIN ST, Payson	McClure, J	Zoltan Von Somogyi	YES
Time/Date: 16:00:00 09/25/15			

To Be Served: Weston, Sharon R.

Service Attempt	Attempted By	Served On	Svd?
105 E MAIN ST; unit 124, Payson	White, C	Sharon Weston	YES
Time/Date: 12:30:00 09/04/15			

To Be Served: Whitman, Susan

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Engler, D B	Susan Whitman	YES
Time/Date: 13:45:00 09/24/15			

To Be Served: Willig, Bob

Service Attempt	Attempted By	Served On	Svd?
1015 S STOVER RD, Payson	Engler, D B	Bob Willig	YES
Time/Date: 09:20:00 09/25/15			

To Be Served: Wirta, Michael

Service Attempt	Attempted By	Served On	Svd?
703 W SADDLE LN, Payson	Labonte, C	David Erickson	YES
Time/Date: 21:10:00 09/14/15			

To Be Served: Woytenko, Alexander

Service Attempt	Attempted By	Served On	Svd?
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 11:30:00 09/03/15			

To Be Served: Wright, Megan A.

Service Attempt	Attempted By	Served On	Svd?
400 N Maranatha Rd, Payson	Labonte, C	Megan Wright	YES
Time/Date: 21:46:00 09/14/15			

To Be Served: Wright, Nathan A.

Service Attempt	Attempted By	Served On	Svd?
400 N Maranatha Rd, Payson	Labonte, C	Nathan Wright	YES
Time/Date: 21:46:00 09/14/15			

To Be Served: Zale, Hason O.

Service Attempt	Attempted By	Served On	Svd?
703 N CHAPARRAL PINES DR, Payson	Chagolla, R		NO
Time/Date: 18:32:00 09/08/15			
703 N CHAPARRAL PINES DR, Payson	Engler, D B		NO
Time/Date: 07:43:00 09/09/15			
PINEGATE & CHAPARRAL PINE, Payson	Engler, D B	Hason Zale	YES
Time/Date: 08:22:00 09/09/15			

To Be Served: Zimmerman, Matthew J.

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Cronk, R C	Matt Zimmerman	YES
Time/Date: 14:45:00 09/16/15			
108 W MAIN ST, Payson	Dirks, B C	DPS Clipboard	YES
Time/Date: 17:50:00 09/23/15			
201 N COLCORD RD, Payson	Chagolla, R	DPS Clipboard	YES
Time/Date: 17:49:00 09/29/15			

Report Includes:
All dates between `00:00:00 09/01/15` and `23:59:59 09/30/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions

MILEAGE FOR THE MONTH

September 2015

DATE	MILES DRIVEN BY B-185	ASSISTED BY OTHER AGENCY	MILES DRIVEN BY B-12	
9/1		16		
9/3	38			
9/4	42			
9/8	16	196		
9/9		80		
9/10	12	30		
9/11	20	36		
9/14		44		
9/15		28		
9/16		4		
9/17		94		
9/18		8		
9/21		6		
9/23		16		
9/24		32		
9/25	15	12		
9/26		2		
9/28		2		
9/29		42		
DAYS	**143**	**648**	**0**	

Total Miles Driven By The Constable's Office **791** **September 2015**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 10/1/15

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND #

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics Standards + Training Board Writ Fees Collected

Account Code	Revenue Description	Amount	
T9160 2061	CESTB - Writ Fees Collected	20	00
	September 2015		
	4 @ 5.00		
	CK# 2405		
		20	00

Authorized Signature Title #324 PRCO

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER 98423

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2405
91-527/1221 6128
0703680454

DATE 10/1/15

PAY TO THE ORDER OF Gila County Treasurer $ 20.00

Twenty + 00/100's DOLLARS

Security Features Details on Back.

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Writ Fees - September

MP

⑈0000002405⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 10/1/15

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND #

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Service Fees - September 2015

Account Code	Revenue Description	Amount	
1005.324.3405.80	Service Fees Collected 9/1/15 thru 9/30/15	1305	00
		1305	00

Authorized Signature 230 Title #324 PRCO

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER 98424

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2406
91-527/1221 6128
0703680454

DATE 10/1/15

PAY TO THE ORDER OF Gila County Treasurer $ 1,305.00

One thousand three hundred five dollars & NO/100'S DOLLARS

Security Features Details on Back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Service Fees - September 230 MP

⑈0000002406⑈ ⑆122105278⑆ 0703680454⑈

ARF-3437 **Consent Agenda Item** **5. P.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: September 2015

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region, Justice Court-Payson Regional

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Information

Subject

Payson Regional Justice of the Peace's Office monthly report for September 2015.

Suggested Motion

Acknowledgment of the September 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

September 2015 Monthly Report

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

SEPTEMBER, 2015 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 72.46	$ 3.62	$ 68.86
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	$ -	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004383	$ 46.60		$ 46.60
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ -	$ -	$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	$ 1,537.33		$ 1,537.83
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 7,226.87	$ 361.34	$ 6,865.53
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	$ 6,720.00	$ 336.00	$ 6,384.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 920.50	$ 46.03	$ 874.47
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 542.52	$ 27.13	$ 515.39
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	$ 1,547.56	$ 77.38	$ 1,470.18
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 14,297.02	$ 714.85	$ 13,582.17
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 1,076.11	$ 53.81	$ 1,022.30
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ 19.10	$ 0.96	$ 18.14
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 570.76	$ 28.54	$ 542.22
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004615	$ 509.60		$ 509.60
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 241.25	$ 12.06	$ 229.19
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 946.40		$ 946.40
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 552.46	$ 27.62	$ 524.84
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 662.98		$ 662.98
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4686	$ 589.23	$ 34.46	$ 354.77
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,996.88	$ 99.94	$ 1,898.94
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 2,015.14	$ 100.76	$ 1,914.38
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 251.90	$ 12.60	$ 239.30
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 7.42	$ 0.37	$ 7.05
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 128.73	$ 6.44	$ 122.29
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 859.00	$ 42.95	$ 816.05
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ 8.00	$ 0.40	$ 7.60
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 4.41	$ 0.22	$ 4.19
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	$ 2.60	$ 0.13	$ 2.47
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4635	$ 50.00	$ 2.50	$ 47.50
Probation Surcharge 2006 ($10.00)	ZPRS8	0871000-000-000-2061-00	T871-2061	$ 6.50	$ 0.33	$ 6.17
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ 4,973.50	$ 248.68	$ 4,724.82
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ -	$ -	$ -
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 795.01	$ 39.75	$ 755.26
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	$ 986.45		$ 986.45
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 658.96		$ 658.96
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ 15.00	$ 0.75	$ 14.25
Victim Rights Enforcement Fund	ZVREA			$ 477.17	$ 23.86	$ 453.31
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 183.76	$ 9.19	$ 174.57
Drug and Gang Enforcement Fines	ZDEGJ		STATE	$ 313.73	$ 15.69	$ 298.04
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 1,051.41		$ 1,051.41
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 402.58		$ 402.58
Game and Fish - Wildlife	ZGF		STATE	$ 160.75	$ 8.04	$ 152.71
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4138	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 1,502.03	$ 75.10	$ 1,426.93
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 347.33	$ 17.37	$ 329.96
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 168.06		$ 168.06
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 73.75	$ 3.69	$ 70.06
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 55,623.34	$ 2,432.56	$ 53,190.78
				TOTAL ADJUSTED BALANCE VERIFICATION		$ 53,190.78

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/5/15	5495	$ 51,549.02	GILA COUNTY TREASURER
	5496	$ 3,836.20	ARIZONA STATE TREASURER
	5497	$ 168.06	GILA COUNTY BAD CHECK PROGRAM
	5498	$ 70.06	SHERIFF SUSPENDED PLATES AND HURF
		$ -	CITY POLICE SUSPENDED PLATES AND HURF
		$ 55,623.34	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for SEPTEMBER, 2015.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2015

CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	124	3	191	318
Filed	18	1	23	42
Transferred In	0	0	0	0
SUBTOTAL	142	4	214	360
Transferred Out	0	0	0	0
Other Terminations	26	1	26	53
TOTAL TERMINATIONS	26	1	26	53
Statistical Correction	0	0	0	0
Pending End of Month	116	3	188	307

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
233	6	0	239	0	4	4	0	235

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
756	258	0	1,014	0	10	386	396	0	618

Civil Traffic Hearings Held: 7

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed 65 Trans In 0 TOTAL 65

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2015

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	573	41	0	614	0	48	48	0	566
Failure to Appear (Non-Traffic)	50	0	0	50	0	0	0	0	50
TOTAL	623	41	0	664	0	48	48	0	616

TRIALS HELD

Misdemeanor Court/FTA Trials Held: 0 Misdemeanor/FTA Jury Trials Held: 0

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
31	11	0	42	0	8	8	0	34

Felony Preliminary Hearings Held: 0 Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 138

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2015

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	25	4	196	225
Filed	5	6	40	51
Transferred In	0	0	0	0
SUBTOTAL	30	10	236	276
Transferred Out	0	0	0	0
Other Terminations	2	3	50	55
TOTAL TERMINATIONS	2	3	50	55
Statistical Correction	0	0	0	0
Pending End of Month	28	7	186	221

Small Claims Hearings Held/Defaults: 0

Civil Court Trials Held: 5

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0

Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	12	11	1	12
Harassment	1	1	0	1

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 12

Injunction Against: 2

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 1

Juvenile Hearings Held: 0

Search Warrants Issued: 0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: September 2015

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	125
Serious Violations	4
All Other Violations	424
TRAFFIC TOTAL	**553**

CRIMINAL WARRANTS OUTSTANDING

Felony	38
Misdemeanor	513
CRIMINAL TOTAL	**551**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy A. Little

Name of Preparer

10-14-15

Date of Preparation

ARF-3429 **Consent Agenda Item** **5. Q.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: September 2015

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court, Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Office Monthly Report for September 2015.

Suggested Motion

Acknowledgment of the September 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk's Report for September 2015

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

SEPTEMBER 2015

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 10/12/2015 12:00:07 PM

Criteria : From Date : 9/1/2015 To Date :9/30/2015

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$2914.94		($3990.91)		($1075.97)	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$39764.46				$39764.46	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2279.49				$2279.49	$113.97
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$4.00		$4.00		$8.00	$0.40
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$32.00		$32.00		$64.00	$3.20
		ZVAPB	30% INTERSTATE COMPACT	$7.50				$7.50	$0.38
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$350.00		$25.00		$375.00	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$51.82				$51.82	$2.59
		ZALTF	AZ LENGTHY TRIAL FUND	$285.00				$285.00	$14.25
		ZFEE	BASE FEES (GENERAL FUND)	$4705.88				$4705.88	$235.29
		ZFINE	BASE FINES	$4956.70		$50.00		$5006.70	$250.34
		ZCIEF	CHILDREN ISSUES EDUC FUND	$625.12				$625.12	$31.26

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZCEF	CLEAN ELECTIONS FUND	$285.67				$285.67	$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$38.22				$38.22	$1.91
		ZJDET	COUNTY JUV DETENTION	$296.35		$62.84		$359.19	$17.96
		ZCLLF	COUNTY LAW LIBRARY FUND	$2278.09				$2278.09	$113.90
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$1430.10		$4.04		$1434.14	$71.71
		ZDNAS	DNA STATE SURCHARGE	$184.41				$184.41	$9.22
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$800.70				$800.70	$40.04
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$286.77				$286.77	$14.34
		ZDREF	DOMESTIC RELATIONS EDUCATION	$225.00				$225.00	$11.25
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1321.56				$1321.56	$66.08
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$50.00				$50.00	$2.50
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$194.75				$194.75	$9.74
		ZDCRT	DRUG COURT FEE FUND	$60.00		$70.00		$130.00	$6.50
		ZDUIA	DUI ABATEMENT FUND	$5.00				$5.00	$0.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$776.25				$776.25	$38.81

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZWITN	EXPERT WITNESS FUND	$840.00				$840.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$669.79				$669.79	$33.49
		ZEXJU	EXTRA JUV PROBATION ASMNT	$5.00		$1.48		$6.48	$0.32
		ZEXT	EXTRADITION REIMBURSEMENT	$100.00				$100.00	$0.00
		ZFAR2	FARE DELINQUENCY FEE	$51.81				$51.81	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$925.66				$925.66	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$199.95				$199.95	$10.00
		ZCC	GEN JURIS CONCILIATION COURT	$996.53				$996.53	$49.83
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$3215.98		$563.40		$3779.38	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$535.99		$93.90		$629.89	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$1608.00		$281.70		$1889.70	$0.00
		ZJF	JAIL (INCARCERATION) FEES			$39.51		$39.51	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1119.06				$1119.06	$55.95
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$2541.91				$2541.91	$127.10

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$105.42		$28.00		$133.42	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$195.78		$52.00		$247.78	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40	$11.38		$165.70		$177.08	$8.85
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$45.52		$712.81		$758.33	$37.92
		ZJS	JUVENILE PROBATION SERV FEES	$44.41		$4.43		$48.84	$2.44
		ZLCL	LOCAL COSTS/FEES - NSF	$20.00				$20.00	$1.00
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$373.49		$0.96		$374.45	$18.72
		ZMISC	MISCELLANEOUS FEES	$75.66				$75.66	$3.78
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$12.00		$4.00		$16.00	$0.80
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	$4.00		$12.00		$16.00	$0.80
		ZOVF	OVERPAYMENT FORFEITED	$0.07				$0.07	$0.00
		ZPP	PASSPORT APPLICATION FEES	$825.00				$825.00	$41.25
		ZPCOF	PRISON CONSTRUCTION AND	$1834.02		$50.00		$1884.02	$94.20
		ZPRS6	PROB SURCH 2006	$20.43				$20.43	$1.02
		ZPBA	PROBATION FEE ADULT	$8777.99		$505.00		$9282.99	$464.15

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPUBZ	PUBLIC DEFENDER FEES	$125.00				$125.00	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$1587.36				$1587.36	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$76.24				$76.24	$3.81
		ZSTAT	STATE TREASURER - GENERAL FUND	$17.85				$17.85	$0.89
		ZTECH	TECHNICAL REGISTRATION FUND	$15.46		$22.00		$37.46	$1.87
		ZVAF	VICTIMS ASSISTANCE FUND	$17.50				$17.50	$0.88
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$100.00		$137.57		$237.57	$11.88
		ZGFDU	XTRA DUI ASSMT	$25.00				$25.00	$1.25
		ZPRS9	ZPRS9	$114.01		$65.00		$179.01	$8.95
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$66.00				$66.00	$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$65.00				$65.00	$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$7018.65		$1003.57		$8022.22	$0.00
			Total:	**$98592.70**		**$0.00**		**$98592.70**	**$2037.04**

LESS SHADED AREAS:	- 50,197.17
	48,395.53
HOLD ACCOUNT:	+ 1,075.97
	49,471.50
LESS FARE:	-977.47
TOTAL:	$ 48,494.03

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STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of SEPTEMBER, 2015.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 9TH day of October 2015.

Vicki S. Aguilar
Chief Deputy

ARF-3441 **Consent Agenda Item** **5. R.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: August 2015

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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Information

Subject

Recorder's Office Monthly Report for August 2015.

Suggested Motion

Acknowledgment of the August 2015 monthly activity report submitted by the Recorder's Office.

Attachments

Monthly Report August 2015

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF AUGUST 2015

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham

Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 17 Sept 2015

CONTRACT #

GRANT #

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder 120

BILLING PERIOD 1 Aug - 31 Aug 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.120.340099		Recording Fees	19455	84
7145.120.340099		Recorder Storage	4,100	00
7146.120.340099		Mailing Fees	17	00
7147.120.340099		Copy Svs	1015	00
			25,087	84

Preparer Signature: Kaycee Reece Title Chief Deputy

Approved Signature: Sadie A. Bingham Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	25087.84
Total	25087.84

TREASURER By Pamela M. Olvera Date 9-30-15

ORIGINAL OFFICE

127439

ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: August 2015

Date: 9 / 17 / 2015

Depositor Code # 5393

Prepared By: K. Reece

Title: Chief Deputy Recorder

Phone #: 928-402-8734

Depositor Name: Gila County Recorder

Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form

(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights – Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF – Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute Resolution Fund	22-281C2; 12-135; 12-284.03A5	
Mining Fees	27-208D	68.00
Child Passenger Restraint	28-907C	
DPS – Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law – Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)		AMOUNT
FINES & FEES (continued)			
DUI, OUI Assessment (public safety equip fund)	5-395.01; 5-396, 7; 28-1381-3; 28-8284, 6-8; 14-1723		
FARE General Services Fee			
FARE Delinquent Fee			
FARE Special Collections Fee			
FARE Installment Fee			
Constable Ethics Fund	11-445	(80%)	
Constable Ethics Fund	11-445	(20%)	
Photo Enforcement Fee	41-1722		
Photo Enforcement Process Serving Fee			
OTHER FINES & FEES (describe and indicate ARS #)			
TAXES			
Prior Year Real Property	42-208		
Personal Property	42-208		
County Education District	15-991.01A		
Property-Min School Tax	15-992B, C		
State Water Banking	48-3715.03; 45-2425		
C.A.W.C.D.	48-3715		
Groundwater Replenishment	48-3773.A3; 48-3772		
OTHER TAXES (describe and indicate ARS #)			
90/10 REVENUE			
Mobile Home Relocation	33-1476.03	(90%)	
Mobile Home/Ins. & Cost	33-1476.03	(10%)	

TOTAL AMOUNT REMITTED:

By Check

By Cr Advice (Wire)

TOTAL 68.00

NOTES:

FOR STATE TREASURER USE ONLY

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

GILA COUNTY RECORDER
Report for August 2015

		CREDIT	DEBIT	TOTAL
SECTION I				
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	16,008.00	-	16,008.00
	PAID OUT OF SUSPENSE ACCT	-	(12,038.00)	(12,038.00)
	RECORDING FEES	15,985.70	-	15,985.70
	REFUNDS-EXCESS FEES	-	-	-
	INTEREST PD TO ACCT	0.14	-	0.14
Staled Checks		-	-	-
TOTAL 1005 FUNDS		31,993.84	(12,038.00)	19,955.84
SECTION II				
	7145 FUND (RECORDER)	4,100.00	-	4,100.00
	7146 FUND (MINING - 80% STATE TREAS)	68.00	(68.00)	-
	7146 FUND (MINING - 20% RECORDER)	17.00	-	17.00
	7147 FUND (COMPUTER SVCS)	1,015.00	-	1,015.00
TOTAL SEC II FUNDS		5,200.00	(68.00)	5,132.00
COMBINED TOTALS - TOTAL FEES COLLECTED		37,193.84	(12,106.00)	25,087.84

Bank Deposit

From08/01/2015To08/31/2015

Total	$37,193.70	$37,193.70
Non-Deposit Total	($17,896.00)	($17,896.00)
Deposit Total	**$19,297.70**	**$19,297.70**
Total Till Over/Short		$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$6,180.00	($10,150.00)	($3,970.00)
Cash	Cash/Check	$19,297.70	$0.00	$19,297.70
D-1005-120-01-4612-023	Recording Fee (deferred)	$40.00	($40.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$40.00	($40.00)	$0.00
ETransfer	Electronic Transfers	$5,858.00	$0.00	$5,858.00
	Total	**$31,415.70**	**($10,230.00)**	**$21,185.70**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$80.00	($80.00)	$0.00
	Total	**$80.00**	**($80.00)**	**$0.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($731.90)	($731.90)
1005-120-01-4612-002	Certified Seal	$0.00	($90.00)	($90.00)
1005-120-01-4612-003	Postage	$0.00	($23.00)	($23.00)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($304.00)	($304.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($99.00)	($99.00)
1005-120-01-4612-012	Overpayment	$0.00	($59.80)	($59.80)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($93.00)	($93.00)
1005-120-01-4612-023	Recording Fee	$0.00	($14,560.00)	($14,560.00)
1005-120-01-4612-026	Refunds	$0.00	($25.00)	($25.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($4,100.00)	($4,100.00)
7146-120-01-4612	Mining Fees	$0.00	($17.00)	($17.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($68.00)	($68.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,015.00)	($1,015.00)
eRecording	eRecording	$5,778.00	($5,778.00)	$0.00
	Total	**$5,778.00**	**($26,963.70)**	**($21,185.70)**
	Total	**$37,273.70**	**($37,273.70)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$19,297.70	$0.00	$19,297.70
	Range Total	**$19,297.70**	**$0.00**	**$19,297.70**

Bank Deposit

From08/01/2015To08/31/2015

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,506.90	
Check	$17,790.80	
Total Deposit	$19,297.70	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual Adjusted	Bank Account
4192	Aug 3, 2015	11_Payson_Mon / 4193	$378.00	$378.00	Bank Account
4193	Aug 4, 2015	2_ReceiptStation1_Tue / 4196	$624.00	$624.00	Bank Account
4194	Aug 5, 2015	3_ReceiptStation1_Wed / 4197	$714.00	$714.00	Bank Account
4196	Aug 6, 2015	14_Payson_Thu / 4198	$323.00	$323.00	Bank Account
4197	Aug 7, 2015	15_Payson_Fri / 4201	$288.00	$288.00	Bank Account
4198	Aug 7, 2015	5_ReceiptStation1_Fri / 4200	$588.00	$588.00	Bank Account
4199	Aug 10, 2015	1_ReceiptStation1_Mon / 4203	$1,594.00	$1,594.00	Bank Account
4200	Aug 10, 2015	11_Payson_Mon / 4202	$218.00	$218.00	Bank Account
4204	Aug 3, 2015	1_ReceiptStation1_Mon / 4194	$956.00	$956.00	Bank Account
4206	Aug 11, 2015	2_ReceiptStation1_Tue / 4206	$615.00	$615.00	Bank Account
4207	Aug 11, 2015	12_Payson_Tue / 4208	$131.00	$131.00	Bank Account
4208	Aug 12, 2015	13_Payson_Wed / 4209	$162.00	$162.00	Bank Account
4209	Aug 12, 2015	3_ReceiptStation1_Wed / 4210	$585.90	$585.90	Bank Account
4210	Aug 13, 2015	4_ReceiptStation1_Thu / 4211	$726.00	$726.00	Bank Account
4211	Aug 13, 2015	14_Payson_Thu / 4212	$90.00	$90.00	Bank Account
4212	Aug 14, 2015	5_ReceiptStation1_Fri / 4213	$691.00	$691.00	Bank Account
4213	Aug 14, 2015	15_Payson_Fri / 4214	$280.00	$280.00	Bank Account
4214	Aug 17, 2015	1_ReceiptStation1_Mon / 4216	$3,733.00	$3,733.00	Bank Account
4215	Aug 17, 2015	11_Payson_Mon / 4215	$288.00	$288.00	Bank Account
4216	Aug 18, 2015	2_ReceiptStation1_Tue / 4218	$1,254.00	$1,254.00	Bank Account
4217	Aug 18, 2015	12_Payson_Tue / 4217	$238.00	$238.00	Bank Account
4218	Aug 19, 2015	3_ReceiptStation1_Wed / 4219	$376.00	$376.00	Bank Account
4219	Aug 19, 2015	13_Payson_Wed / 4220	$112.00	$112.00	Bank Account
4220	Aug 20, 2015	4_ReceiptStation1_Thu / 4222	$1,788.00	$1,788.00	Bank Account
4221	Aug 20, 2015	14_Payson_Thu / 4221	$185.00	$185.00	Bank Account
4222	Aug 21, 2015	15_Payson_Fri / 4224	$286.00	$286.00	Bank Account
4223	Aug 21, 2015	5_ReceiptStation1_Fri / 4223	$534.00	$534.00	Bank Account
4224	Aug 24, 2015	1_ReceiptStation1_Mon / 4226	$10,894.00	$10,894.00	Bank Account
4225	Aug 24, 2015	11_Payson_Mon / 4225	$194.00	$194.00	Bank Account
4226	Aug 25, 2015	2_ReceiptStation1_Tue / 4228	$869.00	$869.00	Bank Account
4227	Aug 25, 2015	12_Payson_Tue / 4227	$337.00	$337.00	Bank Account
4228	Aug 26, 2015	3_ReceiptStation1_Wed / 4230	$632.00	$632.00	Bank Account
4229	Aug 26, 2015	13_Payson_Wed / 4229	$150.00	$150.00	Bank Account
4230	Aug 27, 2015	4_ReceiptStation1_Thu / 4231	$350.00	$350.00	Bank Account
4231	Aug 27, 2015	14_Payson_Thu / 4232	$333.00	$333.00	Bank Account
4232	Aug 28, 2015	5_ReceiptStation1_Fri / 4233	$1,137.00	$1,137.00	Bank Account
4233	Aug 28, 2015	15_Payson_Fri / 4234	$533.00	$533.00	Bank Account
4234	Aug 31, 2015	1_ReceiptStation1_Mon / 4236	$1,625.00	$1,625.00	Bank Account
4235	Aug 31, 2015	11_Payson_Mon / 4235	$592.00	$592.00	Bank Account
4256	Aug 31, 2015	previousday / 4258	$268.00	$268.00	Bank Account
4261	Aug 31, 2015	previousday / 4263	$301.00	$301.00	Bank Account
4263	Aug 6, 2015	4_ReceiptStation1_Thu / 4199	$1,220.80	$1,220.80	Bank Account
4267	Aug 31, 2015	previousday / 4264	$0.00	$0.00	Bank Account

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY **2015-2016**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug	1,137	4,100.00	19,955.84	1,015.00	17.00	25,087.84
Sept						0.00
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	**2,328**	**8,380**	**35,021.66**	**1,457.70**	**19.00**	**44,878.36**

Fiscal Year All Monies **44,878.36**

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,LTIC,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($28.00)	$0.00	$0.00	($28.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	$0.00	$40.00	($150.00)	($110.00)
ADOT	AZ DEPT OF TRANS	($260.00)	$0.00	$0.00	($260.00)
APS	APS/COPIES	($180.00)	$0.00	$0.00	($180.00)
APSR	APS/RECORDINGS	($293.00)	$0.00	$0.00	($293.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($165.00)	$12.00	$0.00	($153.00)
AWC	ARIZONA WATER COMPANY	($178.00)	$0.00	$0.00	($178.00)
AZDORI	ADOR ACCOUNTS PAYABLE	($1,362.80)	$48.00	$0.00	($1,314.80)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,042.00)	$0.00	$0.00	($2,042.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
CRSI	Colorado Records Sooner Inc	($62.00)	$0.00	$0.00	($62.00)
CTS	COMPLETE TITLE SOLUTIONS	($57.00)	$0.00	$0.00	($57.00)
DS	DATA SERVICES	($1,000.00)	$512.00	($512.00)	($1,000.00)
EPN	eRecording Partners Network	($1,000.00)	$9.00	($9.00)	($1,000.00)
EQUIT	EQUITY SERVICES	($96.00)	$0.00	$0.00	($96.00)
FARES	CORELOGIC	($1,156.40)	$190.00	$0.00	($966.40)
FATM	FIRST AMERICAN MICROFICHE	($88.20)	$420.00	($3,000.00)	($2,668.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	($549.00)	$339.00	$0.00	($210.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	($1,138.20)	$190.00	$0.00	($948.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$164.50	$0.00	$0.00	$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($130.00)	$0.00	$0.00	($130.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
INDECOMM	INDECOMM	($1,000.00)	$89.00	($89.00)	($1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	($114.00)	$0.00	$0.00	($114.00)
Ingeo	Ingeo - eRecording	($1,127.00)	$782.00	($782.00)	($1,127.00)
IRS	INTERNAL REVENUE SERVICE	($82.00)	$80.00	($80.00)	($82.00)
LA001	First American Title Lenders Advantage	($428.50)	$0.00	$0.00	($428.50)
LTIC	Lawyers Title of Arizona inc	($78.00)	$0.00	$0.00	($78.00)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($867.00)	$0.00	$0.00	($867.00)
NewAcct1	Applied Technology Resources Inc	($200.00)	$0.00	$0.00	($200.00)
NTC	NATIONWIDE TITLE CLEARING	($982.00)	$0.00	$0.00	($982.00)
PIONE	PIONEER TITLE AGENCY FICHE	($4,896.00)	$175.00	$0.00	($4,721.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($3,439.00)	$4,764.00	($7,000.00)	($5,675.00)
Public Works Floodplain	Gila County	($100.00)	$0.00	$0.00	($100.00)

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,LTIC,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	($143.00)	$4.00	$0.00	($139.00)
RUI	RESEARCH UNLIMITED INC	($83.00)	$0.00	$0.00	($83.00)
simplifile	Simplifile - eRecording	($1,089.00)	$4,386.00	($4,386.00)	($1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,100.20)	$0.00	$0.00	($1,100.20)
TD	Timely Documents	($100.00)	$0.00	$0.00	($100.00)
Totals		**($25,874.20)**	**$12,040.00**	**($16,008.00)**	**($29,842.20)**

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY **2015-2016**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug	1,137	4,100.00	19,955.84	1,015.00	17.00	25,087.84
Sept						0.00
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	**2,328**	**8,380**	**35,021.66**	**1,457.70**	**19.00**	**44,878.36**

Fiscal Year All Monies **44,878.36**

ARF-3443 **Consent Agenda Item** **5. S.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: September 2015

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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Information

Subject

Recorder's Office Monthly Report for September 2015.

Suggested Motion

Acknowledgment of the September 2015 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's Office September 2015 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF SEPTEMBER 2015

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY **2015-2016**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug	1,137	4,100.00	19,955.84	1,015.00	17.00	25,087.84
Sept	1,064	3,832.00	14,696.24	1,100.00	4.00	19,632.24
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	**3,392**	**12,212**	**49,717.90**	**2,557.70**	**23.00**	**64,510.60**

Fiscal Year All Monies **64,510.60**

GILA COUNTY RECORDER
Report for September 2015

		CREDIT	DEBIT	TOTAL
SECTION I				
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	12,530.00	-	12,530.00
	PAID OUT OF SUSPENSE ACCT		(11,322.00)	-
	RECORDING FEES	13,552.00	-	13,552.00
	REFUNDS-EXCESS FEES	-	(64.00)	-
	INTEREST PD TO ACCT	0.24	-	0.24
Staled Checks		-	-	-
TOTAL 1005 FUNDS		26,082.24	(11,386.00)	14,696.24
SECTION II				
	7145 FUND (RECORDER)	3,832.00	-	3,832.00
	7146 FUND (MINING - 80% STATE TREAS)	16.00	(16.00)	-
	7146 FUND (MINING - 20% RECORDER)	4.00	-	4.00
	7147 FUND (COMPUTER SVCS)	1,100.00	-	1,100.00
TOTAL SEC II FUNDS		4,952.00	(16.00)	4,936.00
COMBINED TOTALS - TOTAL FEES COLLECTED		31,034.24	(11,402.00)	19,632.24

ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: September 2015

Date: 10 / 21 / 2015

Depositor Code # 5393

Prepared By: K Reece

Title: Chief Deputy Recorder

Phone #: 928-402-8734

Depositor Name: Gila County Recorder

Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form

(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights – Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF – Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute Resolution Fund	22-281C2; 12-135; 12-284.03A5	
Mining Fees	27-208D	16.00
Child Passenger Restraint	28-907C	
DPS – Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law – Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)		AMOUNT
FINES & FEES (continued)			
DUI, OUI Assessment (public safety equip fund)	5-395.01; 5-396, 7; 28-1381-3; 28-8284, 6-8; 14-1723		
FARE General Services Fee			
FARE Delinquent Fee			
FARE Special Collections Fee			
FARE Installment Fee			
Constable Ethics Fund	11-445	(80%)	
Constable Ethics Fund	11-445	(20%)	
Photo Enforcement Fee	41-1722		
Photo Enforcement Process Serving Fee			
OTHER FINES & FEES (describe and indicate ARS #)			
TAXES			
Prior Year Real Property	42-208		
Personal Property	42-208		
County Education District	15-991.01A		
Property-Min School Tax	15-992B, C		
State Water Banking	48-3715.03; 45-2425		
C.A.W.C.D.	48-3715		
Groundwater Replenishment	48-3773.A3; 48-3772		
OTHER TAXES (describe and indicate ARS #)			
90/10 REVENUE			
Mobile Home Relocation	33-1476.03	(90%)	
Mobile Home/Ins. & Cost	33-1476.03	(10%)	

TOTAL AMOUNT REMITTED:

By Check

By Cr Advice (Wire)

TOTAL 16.00

NOTES:

FOR STATE TREASURER USE ONLY

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

TRE 101A (Rev. 06/10)

3789

BELLAH PEREZ, PLLC
GENERAL ACCOUNT
5622 W GLENDALE AVE
GLENDALE, AZ 85301

BMO Harris Bank
BMO Harris Bank N.A.
Chicago, Illinois
2-2566/710

EZShield™ Check Fraud Protection for Business

PAY Eighteen and NO/100**********

TO THE ORDER OF Gila County Recorder

DATE 09/08/2015

AMOUNT $18.00

Security features. Details on back.

AUTHORIZED SIGNATURE

⑈003789⑈ ⑆071025661⑆ 4812913217⑈

Gila County, AZ
Sadie Jo Bingham, Recorder
1400 East Ash
Globe, Arizona 85501

Receipt: 15-6592

Product	Name	Extended
LPR	Letters Of Personal Rep	$10.00
# Pages 2. Document # 2015-008961. Document Info: BELLAH PEREZ PLLC		
REFUNDOVER	Refund/over	$8.00
Amt of Overage: $8.00. Return Customer Credit Advance Amount $0.00. Refund of Misc $0.00		
Total		$18.00
Tender (Check)		$18.00
Check# 3789. Paid By BELLAH PEREZ PLLC		

Thank You!

Fri Sep 11 10:07:07 MST 2015 JT

7917

AZ BAR FOUNDATION TRUST FOR
JEFFREY S. CAPPELLINI, INC.
1212 E OSBORN ROAD STE 203
PHOENIX, AZ 85014

39-269-1030

DATE 9-11-2015

PAY TO THE ORDER OF GILA COUNTY RECORDER OF DEEDS $ 54.00

FIFTY-FOUR AND 00/100 DOLLARS

First Fidelity Bank 1-800-299-7047 www.ffb.com

FOR (TRACER # 3025)

⑈007917⑈ ⑆103002691⑆ 1680026 10⑈

Gila County, AZ
Sadie Jo Bingham, Recorder
1400 East Ash
Globe, Arizona 85501

Receipt: 15-6668

Product	Name	Extended
DC	Death Certificate	$10.00
# Pages 2. Document # 2015-009029. Document Info: JEFFERY CAPPELLINI		
WD	Warranty Deed	$18.00
# Pages 2. Document # 2015-009030. Document Info: JEFFERY CAPPELLINI. Print AOV Label false. # AOV Pages 0		
WD	Warranty Deed	$18.00
# Pages 2. Document # 2015-009031. Document Info: JEFFERY CAPPELLINI. Print AOV Label false. # AOV Pages 0		
REFUNDOVER	Refund/over	$8.00
Amt of Overage. $8.00. Return Customer Credit Advance Amount $0.00. Refund of Misc $0.00		

Total	$54.00
Tender (Check)	$54.00
Check# 7917 Paid By JEFFERY CAPPELLINI INC	

Thank You!

Mon Sep 14 14:54:45 MST 2015 JT

CFS-4 IV LLC
230 CROSS KEYS OFFICE PARK
FAIRPORT, NY 14450

17-2/910

usbank.

1214

9/4/2015

PAY TO THE ORDER OF Gila County Recorder

$ $37.00

Thirty Seven Dollars And 00 Cents

DOLLARS

Gila County Recorder
1400 East Ash Street
Globe AZ 85501

MEMO

Shield

AUTHORIZED SIGNATURE

⑈001214⑈ ⑆091000022⑆ ⑈0479135731 2⑈

Gila County, AZ
Sadie Jo Bingham, Recorder
1400 East Ash
Globe, Arizona 85501

Receipt: 15-6597

Product	Name	Extended
ADOT	Assign Of Deed Of Trust	$19.00
	# Pages 3. Document # 2015-008966. Document Info: BRIGGS AND MORGAN PA	
REFUNDOVER	Refund/over	$18.00
	Amt of Overage: $18.00. Return Customer Credit Advance Amount $0.00. Refund of Misc $0.00	
Total		$37.00
Tender (Check)		$37.00
Check# 1214, Paid By CFS 4 IV LLC		

Thank You!

Fri Sep 11 10:26:01 MST 2015 JT

PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

FABER AND BRAND LLC
COST ACCOUNT
P.O. BOX 10110
COLUMBIA, MO 65205

HAWTHORN BANK
COLUMBIA, MO 65203

290003

Date
09/18/2015

Pay to the Order Of GILA COUNTY RECORDER'S OFFICE $25.00

TWENTY-FIVE AND 00/100 DOLLARS Dollars

GILA COUNTY RECORDER S OFFICE

1400 EAST ASH STREET
GLOBE, AZ 85501

Memo: RELEASE OF JUDGMENT Case #:2015CV69-UN Ourfile:

⑈290003⑈ ⑆086500605⑆ 1085000004226⑈

Gila County, AZ
Sadie Jo Bingham, Recorder
1400 East Ash
Globe, Arizona 85501

Receipt: 15-7037

Product	Name	Extended
SOJ	Satisfaction Of Judgment	$10.00
	# Pages 2. Document # 2015-009490. Document Info: FABER AND BRAND LLC	
REFUNDOVER	Refund/over	$15.00
	Amt of Overage. $15.00. Return Customer Credit Advance Amount $0.00. Refund of Misc $0.00	
		$25.00
Total		$25.00
Tender (Check)	Check# 290003. Paid By FABER AND BRAND LLC	

Thank You!

Fri Sep 25 15:42:21 MST 2015 JT

FABER AND BRAND LLC
COST ACCOUNT
P.O. BOX 10110
COLUMBIA, MO 65205

HAWTHORN BANK
COLUMBIA, MO 65203

290000

Date
09/18/2015

Pay to the Order Of GILA COUNTY RECORDER'S OFFICE $25.00

TWENTY-FIVE AND 00/100 DOLLARS Dollars

GILA COUNTY RECORDER S OFFICE

1400 EAST ASH STREET
GLOBE,AZ 85501

Memo: RELEASE OF JUDGMENT Case #:2013CV518-UN Ourfile

Bart Brand

⑈290000⑈ ⑆086500605⑆ 1085000004226⑈

Gila County, AZ
Sadie Jo Bingham, Recorder
1400 East Ash
Globe, Arizona 85501

Receipt: 15-7036

Product	Name	Extended
SOJ	Satisfaction Of Judgment	$10.00
# Pages 2. Document # 2015-009489. Document Info: FABER AND BRAND LLC		
REFUNDOVER	Refund/over	$15.00
Amt of Overage: $15.00. Return Customer Credit Advance Amount $0.00, Refund of Misc $0.00		
Total		$25.00
Tender (Check)		$25.00
Check# 290000. Paid By FABER AND BRAND LLC		

Thank You!

Fri Sep 25 15:40:52 MST 2015 JT

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,LTIC,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($28.00)	$3.00	$0.00	($25.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($110.00)	$40.00	$0.00	($70.00)
ADOT	AZ DEPT OF TRANS	($260.00)	$0.00	$0.00	($260.00)
APS	APS/COPIES	($180.00)	$0.00	$0.00	($180.00)
APSR	APS/RECORDINGS	($293.00)	$0.00	$0.00	($293.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($153.00)	$3.00	$0.00	($150.00)
AWC	ARIZONA WATER COMPANY	($178.00)	$0.00	$0.00	($178.00)
AZDORI	ADOR ACCOUNTS PAYABLE	($1,314.80)	$8.00	$0.00	($1,306.80)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,042.00)	$0.00	$0.00	($2,042.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
CRSI	Colorado Records Sooner Inc	($62.00)	$0.00	$0.00	($62.00)
CTS	COMPLETE TITLE SOLUTIONS	($57.00)	$11.00	$0.00	($46.00)
DS	DATA SERVICES	($1,000.00)	$1,152.00	($1,152.00)	($1,000.00)
EPN	eRecording Partners Network	($1,000.00)	$76.00	($15.00)	($939.00)
EQUIT	EQUITY SERVICES	($96.00)	$5.00	$0.00	($91.00)
FARES	CORELOGIC	($966.40)	$285.00	$0.00	($681.40)
FATM	FIRST AMERICAN MICROFICHE	($2,668.20)	$315.00	$0.00	($2,353.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	($210.00)	$0.00	$0.00	($210.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	($948.20)	$285.00	$0.00	($663.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$164.50	$0.00	$0.00	$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($130.00)	$0.00	$0.00	($130.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
INDECOMM	INDECOMM	($1,000.00)	$30.00	($30.00)	($1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	($114.00)	$0.00	$0.00	($114.00)
Ingeo	Ingeo - eRecording	($1,127.00)	$850.00	($850.00)	($1,127.00)
IRS	INTERNAL REVENUE SERVICE	($82.00)	$40.00	($40.00)	($82.00)
LA001	First American Title Lenders Advantage	($428.50)	$0.00	$0.00	($428.50)
LTIC	Lawyers Title of Arizona inc	($78.00)	$0.00	$0.00	($78.00)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($867.00)	$0.00	$0.00	($867.00)
NewAcct1	Applied Technology Resources Inc	($200.00)	$0.00	$0.00	($200.00)
NTC	NATIONWIDE TITLE CLEARING	($982.00)	$158.00	($158.00)	($982.00)
PIONE	PIONEER TITLE AGENCY FICHE	($4,721.00)	$0.00	$0.00	($4,721.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($5,675.00)	$4,815.00	($7,000.00)	($7,860.00)
Public Works Floodplain	Gila County	($100.00)	$19.00	$0.00	($81.00)

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,LTIC,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	($139.00)	$3.00	$0.00	($136.00)
RUI	RESEARCH UNLIMITED INC	($83.00)	$0.00	$0.00	($83.00)
simplifile	Simplifile - eRecording	($1,089.00)	$3,224.00	($3,224.00)	($1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,100.20)	$0.00	$0.00	($1,100.20)
TD	Timely Documents	($100.00)	$0.00	$0.00	($100.00)
Totals		**($29,842.20)**	**$11,322.00**	**($12,469.00)**	**($30,989.20)**

Bank Deposit

From09/01/2015To09/30/2015

4319	Sep 30, 2015 previousday / 4306	$0.00	$0.00	Bank Account	
4322	Sep 30, 2015 previousday / 4309	$61.00	$61.00	Bank Account	
	Total	$31,034.00	$31,034.00		
	Non-Deposit Total	($16,852.00)	($16,852.00)		
	Deposit Total	**$14,182.00**	**$14,182.00**		
	Total Till Over/Short		$0.00		

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$5,792.00	($7,000.00)	($1,208.00)
Cash	Cash/Check	$14,182.00	$0.00	$14,182.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$20.00	($20.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$20.00	($20.00)	$0.00
ETransfer	Electronic Transfers	$5,530.00	$0.00	$5,530.00
	Total	**$25,544.00**	**($7,040.00)**	**$18,504.00**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$40.00	($40.00)	$0.00
	Total	**$40.00**	**($40.00)**	**$0.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($486.00)	($486.00)
1005-120-01-4612-002	Certified Seal	$0.00	($57.00)	($57.00)
1005-120-01-4612-003	Postage	$0.00	($15.00)	($15.00)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($290.00)	($290.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($84.00)	($84.00)
1005-120-01-4612-012	Overpayment	$0.00	($50.00)	($50.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($70.00)	($70.00)
1005-120-01-4612-023	Recording Fee	$0.00	($12,387.00)	($12,387.00)
1005-120-01-4612-026	Refunds	$0.00	($113.00)	($113.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($3,832.00)	($3,832.00)
7146-120-01-4612	Mining Fees	$0.00	($4.00)	($4.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($16.00)	($16.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,100.00)	($1,100.00)
eRecording	eRecording	$5,490.00	($5,490.00)	$0.00
	Total	**$5,490.00**	**($23,994.00)**	**($18,504.00)**
	Total	**$31,074.00**	**($31,074.00)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$14,182.00	$0.00	$14,182.00
	Range Total	**$14,182.00**	**$0.00**	**$14,182.00**

Bank Deposit

From09/01/2015To09/30/2015

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,466.00	
Check	$12,716.00	
Total Deposit	$14,182.00	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual Adjusted	Bank Account
4239	Sep 1, 2015	12_Payson_Tue / 4238	$262.00	$262.00	Bank Account
4240	Sep 2, 2015	3_ReceiptStation1_Wed / 4241	$667.00	$667.00	Bank Account
4241	Sep 3, 2015	4_ReceiptStation1_Thu / 4242	$820.00	$820.00	Bank Account
4242	Sep 3, 2015	14_Payson_Thu / 4243	$440.00	$440.00	Bank Account
4243	Sep 4, 2015	5_ReceiptStation1_Fri / 4244	$608.50	$608.50	Bank Account
4244	Sep 4, 2015	15_Payson_Fri / 4245	$271.00	$271.00	Bank Account
4246	Sep 8, 2015	12_Payson_Tue / 4246	$282.00	$282.00	Bank Account
4247	Sep 9, 2015	3_ReceiptStation1_Wed / 4248	$259.00	$259.00	Bank Account
4248	Sep 9, 2015	13_Payson_Wed / 4249	$240.00	$240.00	Bank Account
4249	Sep 10, 2015	4_ReceiptStation1_Thu / 4251	$574.00	$574.00	Bank Account
4250	Sep 10, 2015	14_Payson_Thu / 4250	$276.00	$276.00	Bank Account
4251	Sep 11, 2015	15_Payson_Fri / 4253	$397.00	$397.00	Bank Account
4252	Sep 11, 2015	5_ReceiptStation1_Fri / 4252	$932.00	$932.00	Bank Account
4253	Sep 14, 2015	11_Payson_Mon / 4255	$0.00	$0.00	Bank Account
4254	Sep 14, 2015	1_ReceiptStation1_Mon / 4254	$1,538.00	$1,538.00	Bank Account
4255	Sep 1, 2015	2_ReceiptStation1_Tue / 4237	$690.00	$690.00	Bank Account
4257	Sep 15, 2015	2_ReceiptStation1_Tue / 4256	$621.00	$621.00	Bank Account
4258	Sep 15, 2015	12_Payson_Tue / 4257	$204.00	$204.00	Bank Account
4259	Sep 16, 2015	3_ReceiptStation1_Wed / 4259	$1,833.00	$1,833.00	Bank Account
4260	Sep 16, 2015	13_Payson_Wed / 4260	$152.00	$152.00	Bank Account
4262	Sep 1, 2015	previousday / 4239	$0.00	$0.00	Bank Account
4266	Sep 1, 2015	previousday / 4240	$0.00	$0.00	Bank Account
4268	Sep 17, 2015	4_ReceiptStation1_Thu / 4261	$622.00	$622.00	Bank Account
4269	Sep 17, 2015	14_Payson_Thu / 4262	$310.00	$310.00	Bank Account
4270	Sep 18, 2015	5_ReceiptStation1_Fri / 4265	$950.00	$950.00	Bank Account
4271	Sep 18, 2015	15_Payson_Fri / 4266	$253.00	$253.00	Bank Account
4274	Sep 22, 2015	2_ReceiptStation1_Tue / 4268	$724.00	$724.00	Bank Account
4275	Sep 22, 2015	12_Payson_Tue / 4269	$38.00	$38.00	Bank Account
4276	Sep 23, 2015	3_ReceiptStation1_Wed / 4271	$378.00	$378.00	Bank Account
4277	Sep 23, 2015	13_Payson_Wed / 4270	$619.00	$619.00	Bank Account
4278	Sep 24, 2015	4_ReceiptStation1_Thu / 4273	$433.00	$433.00	Bank Account
4280	Sep 25, 2015	15_Payson_Fri / 4275	$341.00	$341.00	Bank Account
4281	Sep 25, 2015	5_ReceiptStation1_Fri / 4274	$1,257.50	$1,257.50	Bank Account
4282	Sep 28, 2015	1_ReceiptStation1_Mon / 4276	$584.00	$584.00	Bank Account
4283	Sep 28, 2015	11_Payson_Mon / 4277	$79.00	$79.00	Bank Account
4284	Sep 29, 2015	2_ReceiptStation1_Tue / 4278	$1,286.00	$1,286.00	Bank Account
4285	Sep 29, 2015	12_Payson_Tue / 4279	$326.00	$326.00	Bank Account
4287	Sep 30, 2015	13_Payson_Wed / 4280	$523.00	$523.00	Bank Account
4298	Sep 24, 2015	14_Payson_Thu / 4272	$147.00	$147.00	Bank Account
4305	Sep 1, 2015	previousday / 4300	$514.00	$514.00	Bank Account
4306	Sep 8, 2015	2_ReceiptStation1_Tue / 4247	$881.00	$881.00	Bank Account
4307	Sep 21, 2015	1_ReceiptStation1_Mon / 4267	$1,507.00	$1,507.00	Bank Account
4308	Sep 30, 2015	3_ReceiptStation1_Wed / 4281	$7,967.00	$7,967.00	Bank Account
4309	Sep 30, 2015	previousday / 4301	$167.00	$167.00	Bank Account

KS@Fri Oct 16 14:38:40 MST 2015

ARF-3451 **Consent Agenda Item** **5. T.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: October 20, 2015 and October 27, 2015

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

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Information

Subject

October 20, 2015, and October 27, 2015, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the October 20, 2015, and October 27, 2015, Board of Supervisors' meeting minutes.

Attachments

10-27-15 BOS Meeting Minutes

10-20-15 BOS Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: October 27, 2015

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Laurie J. Kline Deputy Clerk
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Jacque Griffin, Assistant County Manager, Librarian; Jefferson R. Dalton, Deputy County Attorney and Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Steve Sanders led the Pledge of Allegiance.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Ordinance No. 2015-05 amending the Zoning Map for Unincorporated Areas of Gila County for the rezoning of Assessor's tax parcel number 205-08-005 (1451 E. Highway 188, Globe, AZ) from a C3 (Commercial Three District) and R1-D8 (Residence One District with a minimum 8,000 square foot lot size) zoning to R1-D8 zoning.

Bob Gould, Community Development Division Director (via ITV), advised that this application is a request to rezone parcel number 205-08-005 as R1-D8 (Residence One District with a minimum 8,000 square foot lot size) because it is currently a multi-zoned property; 400 feet of the subject property beginning at Highway 188 is zoned as Commercial Three District (C3) and the last 14 feet of the property is zoned R1-D8.

Mr. Gould stated that the current zoning was applied in 1980. At that time, the County issued some permits on single-family residentially zoned properties,

which should not have been zoned for commercial development. To correct that error, the Board of Supervisors then rezoned a strip of land that affected many properties along Highway 188 by designating the first 400 feet of each parcel as C3; thereby, creating many multi-zoned properties. Also at that time, County staff requested that the Board of Supervisors only apply the C3 and R1-D8 multi-zoning on two affected properties; however, the Board proceeded to apply the multi-zoning to all of the properties along that area of Highway 188. He stated that the current zoning creates many problems at such time as a residential property owner tries to sell their property. Mr. Gould stated that he has encountered this problem many times throughout the years. Potential buyers are not able to obtain financing due to the commercial zoning being on the same parcel as the residential property. The end result is that the seller is not able to sell the property unless the potential buyer pays cash for it. In 2003, the County's Comprehensive Master Plan was adopted and at that time the County designated the subject parcel as single family residential. This home was permitted in 1948; 11 years before the County adopted its Planning and Zoning Ordinance. The Gila County Planning and Zoning Commission has reviewed this application, held a public hearing, and unanimously voted to recommend that the Board of Supervisors approve the zoning change.

Community Development Division staff recommended that the Board of Supervisors adopt Ordinance No. 2015-05 as it would correct the error in the zoning of parcel number 205-08-005. Vice-Chairman Martin was in favor of this action and stated that if the property owner has asked for the change and the Planning and Zoning Commission has recommended it, she believes it to be a "done deal." Supervisor Marcanti agreed with her and stated that this Board action would clear up some related problems, and he commented that the Planning and Zoning Commission is doing a "fantastic job." Chairman Pastor inquired if there have been any negative comments received from the public regarding this issue. Mr. Gould replied that there have been no written objections to this issue. There was one phone call received and it was only interrogative in nature. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Ordinance No. 2015-05 amending the Zoning Map for Unincorporated Areas of Gila County for the rezoning of Assessor's tax parcel number 205-08-005 (1451 E. Highway 188, Globe, AZ) from C3 and R1-D8 zoning to R1-D8 zoning. **(A copy of the Ordinance is permanently on file in the Board of Supervisors' Office.)**

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the Amended Landfill User Fee Schedule dated October 27, 2015, which specifies a 50% waiver of the standard "All Other Waste" category for qualifying religious organizations that have obtained an approved Landfill Fee Waiver Permit.

Chairman Pastor stated that several years ago he received requests from a couple of local churches to waive fees at the landfill. At that time he conferred with Sharon Winters, Gila County Landfill Manager, and it was decided to deny their request because there was no County approved process in place to allow the fee waiver. In April 2015, Chairman Pastor was approached by the Divine Grace Presbyterian Church with a request to provide funding from Chairman Pastor's Constituent Services Fund in order to help with the Church's roof demolition/remodeling project. Chairman Pastor advised that he had not previously received a request from a religious organization, so at that time he conferred with Bryan Chambers, Deputy County Attorney and Civil Bureau Chief. Mr. Chambers responded in writing to Chairman Pastor and the letter cited several different applicable cases and a statement that it is not permissible for the County to gift funds to religious organizations.

Chairman Pastor advised that luckily the church was able to obtain some funding for its project; however, later on he was again approached by the church with a request to deposit debris from the project at the County landfill with a 50% reduction in the landfill fees. Chairman Pastor discussed that option with County Manager Don McDaniel at which time Mr. McDaniel suggested conducting a survey of other counties or municipalities throughout the state regarding waivers or reductions on landfill fees, which was done. In reviewing all of the information, Chairman Pastor believes the best avenue was to amend the County's Landfill User Fee Schedule to include the 50% reduction on the landfill fees for the "All Other Waste" category, whereby qualifying religious organizations could apply for a permit in order to receive the 50% reduction of the landfill fees.

Vice-Chairman Martin added that she would like for special taxing districts to be included in this benefit. Supervisor Marcanti agreed with her and stated that although this type of request doesn't come up very often, he would like to explore the options of expanding the scope of this topic. Mr. McDaniel commented that this topic has been explained well and he acknowledged that the Board has directed him to explore the possibility of broadening the areas to include other organizations. He advised that County staff will look at other areas that a reduction in fees or a complete waiver of fees could be applied. He added for clarification that the requesting organization would have to provide documentation of its tax-exempt status along with the application for a fee-waiver permit in order to receive the 50% reduction in landfill fees. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Amended Landfill User Fee Schedule dated October 27, 2015.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda.

Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:30 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: October 20, 2015

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Laurie J. Kline Deputy Clerk
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Jefferson R. Dalton, Deputy County Attorney and Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jeff Hessenius led the Pledge of Allegiance and Pastor Jay Petty of the Living Waters Community Church in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of the Southern Gila County Dictionary Program by Kevin Kinney of the Pinal Mountain Elks Club.

Kevin Kinney, a member of the Pinal Mountain Elks Club #2809 and Coordinator of the Dictionary Project, provided an explanation and history of the Dictionary Project. It was initiated about five years ago by a group of civic-minded organizations with the purpose of providing free dictionaries to 3rd grade students attending public, charter, and private schools in Globe, Miami, San Carlos, and Superior. Dictionaries will also be available for home-schooled students through the Gila County School Superintendent's Office. The group of local community service organizations formed a 501 (C) tax-exempt corporation comprised of all volunteers. Approximately 520 dictionaries will be distributed to teachers and students. The Board members commented favorably regarding the Dictionary Program presentation.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve Intergovernmental Agreement No. 082015 to provide an Economic Development Grant in the amount of $40,000 to the Town of Miami to assist the Town in meeting its 10% monetary contribution for a Federal Emergency Management Agency grant to build a new crossing at Mackey Camp and provide permanent access for residents in the area and emergency vehicles.

Steve Sanders, Public Works Division Director, provided information that the flooding in Arizona which occurred in 2010 severely impacted the Town of Miami and caused a complete collapse and disintegration of the Mackey Camp Bridge. According to the terms of the Federal Emergency Management Agency (FEMA) grant referenced above, FEMA will pay 75% and contract the execution of the project; the State of Arizona will pay 15%; and, the Town of Miami is required to pay the remaining 10% of the cost of the project. Staff recommends that the Board approve the Intergovernmental Agreement to assist the Town of Miami in providing the 10% ($40,000) contribution required to complete the construction of a new crossing at Mackey Camp. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Intergovernmental Agreement No. 082015 to provide an Economic Development Grant in the amount of $40,000 to the Town of Miami to assist the Town in meeting its 10% monetary contribution for a Federal Emergency Management Agency grant to build a new crossing at Mackey Camp and provide permanent access for residents in the area and emergency vehicles.

B. Information/Discussion/Action to approve a one-year extension on the existing contract with the Bose Public Affairs Group to provide consulting and lobbying services for Gila County at the federal government level; and increase the contract amount to $75,000.

Don McDaniel, County Manager, provided a brief history of Gila County's association with Bose Public Affairs Group (BPAG). On May 12, 2009, the Board of Supervisors approved the initial contract with BPAG with subsequent extensions of the contract and increases in the contract amount being made since that time. On November 18, 2014, the Board approved Contract No. 103114 contract with BPAG. This agenda item is for the Board to approve Amendment No. 1 to Contract No. 103114 to extend the contract for one additional year, from November 18, 2015, to November 17, 2016; and to increase the contract amount from $55,000 to $75,000, to be expensed if needed and as requested. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 1 to Contract No. 103114 with Bose Public Affairs Group.

C. Information/Discussion/Action to accept a Citizens' Petition to begin the process to establish E. Eagles Bluff as a Primitive Road.

Mr. Sanders advised that recent field visits revealed information that needs to be followed up on prior to moving forward with establishing E. Eagles Bluff as a Primitive Road. Mr. Sanders asked that the Board table this item to a later meeting until additional information is obtained. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously tabled this item to a later meeting.

D. Information/Discussion/Action to review the bid received for Request for Proposals No. 080515-1 for the complete rebuild of an 816F CAT compactor utilized by the Recycling and Landfill Department; award to the lowest, most responsive and qualified bidder; and to authorize the Chairman's signature on the award contract for the winning bid.

Jeff Hessenius, Finance Division Director, stated that this agenda item is a request for the Board to award a contract so that work can be performed on the 816F CAT compactor as outlined in Request for Proposals (RFP) No. 080515-1. The compactor was purchased new on May 31, 2000, and since that time it has been in use for approximately 20 hours per week for a total of 12,400 hours of use (approximate). Staff reviewed the option of purchasing a new compactor versus rebuilding the existing compactor, and the Recycling and Landfill Manager has recommended rebuilding the compactor. Empire Southwest, LLC (Empire) was the only company that submitted a bid in response to the RFP. It was explained that until the engine is disassembled, Empire would not know the total amount of work to be completed, so that is the reason the bid contains different pricing scenarios. Staff recommended awarding a contract to Empire. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously awarded a contract to Empire Southwest, LLC for Request for Proposals No. 080515-1 and authorized the Chairman's signature on the contract.

E. Information/Discussion/Action to authorize the Chairman's signature on the comment letter to be submitted to the United States Forest Service supporting the National Environmental Act Policy Act (NEPA) proposals for the Fossil Creek Wild and Scenic River corridor.

Chairman Pastor wanted it noted in the record that the language on this agenda item was slightly changed to make it easier to understand; however, the content was not changed. He then proceeded to read aloud the corrected language as stated above.

Mr. McDaniel stated that the United States Forest Service (USFS) is seeking comments on its intention to initiate the NEPA for two Fossil Creek Wild and Scenic River (FC-WSR) proposals. He advised that in recent times the Sheriff's Posse and Sheriff's deputies in Payson have responded to calls in that area because hikers have gotten stranded and for other reasons such as visitors parking their vehicles and blocking residential driveways, roads, etc. The

USFS describes its purpose in initiating NEPA for FC-WSR is to address public safety issues and to protect water resources. It is the intent of the USFS to:

- Implement managed day use, and reduce overnight camping;
- Establish an online reservation system, vehicle access, and deploy entry booths to manage traffic according to the reservation system; and,
- Conduct a geotechnical soil survey with sample drilling and material excavation in preparation for replacement of Fossil Creek Bridge.

Mr. McDaniel added that the comments must be submitted to the USFS by October 22, 2015, and staff has recommended that the Board submit the letter in support of managing this site better than it has been managed in the past. Vice-Chairman Martin stated that this proposed action by the USFS is a short-term solution, but she believes that it is a necessary action. Supervisor Marcanti agreed with her and stated that by providing better management of the area it would improve the safety for the citizens. The Board held a brief discussion regarding the safety issues relating to citizens who visit the Fossil Creek area. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, (Vice-Chairman Martin's phone call disconnected during the motion; however, contact was made before the vote was taken.) the Board unanimously authorized the Chairman's signature on the comment letter to be submitted to the USFS supporting the NEPA proposals for the FC-WSR corridor.

F. Property Tax Sale/Auction for the sale of Assessor's parcel number 206-21-201, a vacant parcel of land located in Miami, Arizona that was deeded to the State of Arizona by Treasurer's Deed in the year 1936.

Chairman Pastor read aloud the agenda item and asked if anyone was present in Globe or Payson to bid on the parcel. There was no response. (Note: On October 6, 2015, the Board of Supervisors held a live auction to sell this parcel of land at the request of an interested citizen; however, no one submitted a bid at that time so the Board continued this item to today's agenda.)

Jon Cornell, KQSS Radio reporter, inquired if an individual could offer a bid which is less than the lien amount to which Chairman Pastor replied that the minimum acceptable bid is the lien amount. Chairman Pastor asked a second time if anyone was present in the audience in Globe or Payson to bid on this parcel. No one placed a bid on the parcel; therefore, Chairman Pastor asked for a motion to place parcel number 206-21-201 on the "not for sale" parcel list held by the Clerk of the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to place this parcel on the "not for sale" list.

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval to allow the County Manager to sign Amendment No. 1 to Contract No. 010314 with Wright Asphalt Products Company for the purchase of CRS-TR tire rubber modified asphalt emulsion for a period from July 18, 2015 to July 17, 2016.

B. Approval of the Gila County Rodeo Committee's request to use the Gila County Fairgrounds rodeo arena for a barrel race on October 24, 2015, with all associated Fairgrounds' use fees waived due to the Committee's 501(c) (3) status.

C. Approval of a fee-waiver request submitted by the Cobre Valley Regional Medical Center Foundation for use of the Fairgrounds Exhibit Hall from November 1, 2015, through November 7, 2015, for the November 6th Art and Wine Auction, as all stipulations regarding the event insurance and 501 (c) (3) status verification have been met.

D. Acknowledgment of Michael Clark's resignation from the Pine-Strawberry Fire District Board of Directors and the appointment of Charles Ackerman to fulfill Mr. Clark's unexpired term which ends on December 31, 2018.

E. Acknowledgment of the September 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

F. Approval of the September 29, 2015, and October 6, 2015, Board of Supervisors' meeting minutes, and the October 5, 2015, Board of Equalization meeting minutes.

G. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of September 21, 2015, through September 25, 2015; September 28, 2015, through October 02, 2015; and, October 05, 2015, through October 09, 2015.

H. Approval of finance reports/demands/transfers for the weeks of October 13, 2015, and October 20, 2015.

<u>October 13, 2015</u>

$1,707,343.76 was disbursed for County expenses by check numbers 272941 through 273090.

$261,958.19 was disbursed for County expenses by check numbers 273091 through 273176. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda Action Items 4A – 4H.

At 10:32 a.m. Vice-Chairman Martin left the meeting (via telephone).

Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member (excluding Vice-Chairman Martin) and the County Manager presented information on current events.

Item 7 – EXECUTIVE SESSION ITEMS: (Should the Board of Supervisors vote to go into executive session on any of the items listed below, no action will be taken by the Board while in executive session.)

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board convened into Executive Session at 10:37 a.m.

A. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding CV201400260 the Town of Miami, Arizona v. Sho Me Copper Company and consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after adjourning from executive

session, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session.

At 10:51 a.m. Chairman Pastor reconvened the meeting. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board instructed the County Attorney's Office to proceed with a disclaimer of any interest in the lawsuit regarding CV201400260, the Town of Miami, Arizona v. Sho Me Copper Company.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:52 a.m.

APPROVED:

_____

Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

ARF-3234 **Consent Agenda Item** **5. U.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: 10/06/15, 10/13/15, 10/20/15, and 10/27/15

Submitted For: Erica Raymond, Human Resources Assistant

Submitted By: Erica Raymond, Human Resources Assistant Sr., Human Resources Department

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Information

Subject

Human Resources reports for the weeks of October 6, 2015, October 13, 2015, October 20, 2015, and October 27, 2015.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of October 6, 2015, October 13, 2015, October 20, 2015, and October 27, 2015.

Attachments

HR Summary Report

10/06/15 Human Resources Report

10/13/15 Human Resources Report

10/20/15 Human Resources Report

10/27/15 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
DEPARTURES	**119**	8	18	7	12	11	20	19	7	9	8		
NEW HIRES REGULAR STATUS	**86**	9	9	8	9	2	8	13	10	13	5		
NEW HIRES TEMPORARY STATUS	**22**	3	2	2	4	0	4	1	1	2	3		
NEW VOLUNTEERS	**0**	0	0	0	0	0	0	0	0	0	0		
DEPARTMENTAL TRANSFERS	**55**	6	4	4	4	3	3	8	6	13	4		
END PROBATIONARY PERIOD	**69**	2	2	10	5	8	8	6	11	9	8		
OTHER ACTIONS	**64**	11	2	1	10	5	9	10	9	4	3		
REQUEST TO POST	**102**	7	14	5	9	5	18	13	11	10	10		
Total Transactions	**517**	**46**	**51**	**37**	**53**	**34**	**70**	**70**	**55**	**60**	**41**	**0**	**0**

HUMAN RESOURCES ACTION ITEMS
OCTOBER 6, 2015

DEPARTURES:

1. Amy LaFleur – Sheriff's Office – 911 Dispatcher – 10/08/15 – General Fund – DOH 10/16/06
2. Nancy Hinojos – Clerk of Superior Court – Court Clerk – 10/02/15 – General Fund – DOH 09/08/15
3. Linda Lemon – Clerk of Superior Court – Courtroom Clerk Technician – 10/09/15 – General Fund – DOH 07/28/08

TEMPORARY HIRES TO COUNTY SERVICES:

4. Carl Melford – Health and Emergency Services – Temporary Executive Administrative Assistant – 10/19/15 – General Fund

END PROBATIONARY PERIOD:

5. Shaunae Casillas – Health and Emergency Services – Community Health Specialist – 10/01/15 – Tobacco Free Environment Fund
6. Travis Todd – Sheriff's Office – Deputy Sheriff – 09/29/15 – General Fund

DEPARTMENTAL TRANSFERS:

7. Bethany Cheney – Health and Emergency Services – From Worksite Wellness Coordinator (.50) – To Community Health Policy Analyst – 10/12/15 – From Population Health Policy Initiative Fund – To Population Health Policy Initiative Fund(.50)/Supplemental Nutrition Assistance Program Education(.50) Funds

OTHER ACTIONS:

8. Joshua Beck – Health and Emergency Services – Emergency Management/Public Health Emergency Preparedness Manager – 10/05/15 – From Bio Terrorism Program(.30)/General(.70) Funds – To Various Funds – Change in fund codes – Change in fund codes

REQUEST TO POST:

9. Recorder's Office – Recorder's Clerk – Vacated by Rhonda Rolf
10. Public Works – Building Maintenance Technician – Vacated by Arthur Power IV
11. Clerk of Superior Court – Courtroom Clerk Technician – Vacated by Linda Lemon
12. Community Development – Temporary Administrative Clerk – Vacated by Patsy Clayton

HUMAN RESOURCES ACTION ITEMS
OCTOBER 13, 2015

DEPARTURES:

1. Chris Phillips – Health and Emergency Services – Community Health Specialist – 10/15/15 – Teen Pregnancy Prevention Services – DOH 07/02/07
2. John McCrory – Public Works – Flood Control Technician – 10/16/15 – General Fund – DOH 06/02/14
3. Stacie Allison – Finance – Accountant Senior – 10/23/15 – General Fund – DOH 09/25/06
4. Bernadette Ortiz – Public Works – Rural Addressing Analyst – 10/08/15 – General Fund – DOH 09/14/15

TEMPORARY HIRES TO COUNTY SERVICES:

5. Mary Stemm – Library District – Temporary Library Assistant Senior – 10/07/15 – Library Assistance Fund

NEW HIRES:

6. Mark De Los Reyes – Assessor's Office – Property Appraiser 1 – 10/19/15 – General Fund – FY 16 budgeted position

END PROBATIONARY PERIOD:

7. Jade Kaufman – Community Development – Permit Technician – 10/27/15 – General Fund
8. Bianca Melford – Health and Emergency Services – Administrative Clerk Senior – 10/20/15 – Health Service Fund

DEPARTMENTAL TRANSFERS:

9. Jerry M. Moore – From Public Works – To Community Development – From Building Maintenance Technician – To Zoning and Building Inspector – 10/19/15 – From Facilities Management Fund – To General Fund – Replacing Mark Kaufman

OTHER ACTIONS:

10. Estelle Belarde – Community Services – Housing Services Administrator – 07/01/15 - From Housing Fund – To Housing(.50)/Housing Rehabilitation(.50) Funds – Change in fund codes

REQUEST TO POST:

11. Public Works – Rural Addressing Analyst – Vacated by Bernadette Ortiz
12. Finance – Accountant Senior – Vacated by Stacie Allison
13. Health and Emergency Services – Community Health Specialist – Vacated by Chris Phillips
14. Public Works – Flood Control Technician – Vacated by John McCrory

HUMAN RESOURCES ACTION ITEMS
OCTOBER 20, 2015

DEPARTURES:

1. Robert Gould – Community Development – Director of Community Development – 12/31/15 – General Fund – DOH 09/04/06

NEW HIRES:

2. Paul Curzon – Assessor's Office –Mapping Technician – 11/02/15 – General Fund – Replacing Susan Pontel
3. Donna Krah – Probation – Surveillance Officer – 10/26/15 – General(.50)/Adult Probation Service Fees(.50) Funds – Replacing Danny McKeen

TEMPORARY HIRES TO COUNTY SERVICES:

4. Felicia Trembath – Health and Emergency Services – Temporary Public Health and Emergency Preparedness Planner – 10/26/15 – Bio Terrorism Program Fund – Replacing B. Todd Whitney

END PROBATIONARY PERIOD:

5. Jessica Moul – Health and Emergency Services – Administrative Clerk Senior – 10/27/15 – Health Service Fund
6. Wayne Morgan – Assessor's Office – Property Appraiser 1 – 10/07/15 – General Fund

DEPARTMENTAL TRANSFERS:

7. Susan Williams – From Globe Regional Justice Court – To School Superintendent's Office – From Accounting Clerk Senior – To Administrative Assistant – 10/26/15 – General Fund – Replacing Natalie Lister

OTHER ACTIONS:

8. Nancy Rutherford – Health and Emergency Services – Health Programs Manager – 10/19/15 – Various Funds – Change in fund codes

REQUEST TO POST:

9. Sheriff's Office – Records Clerk – Vacated by Rose Holiday

HUMAN RESOURCES ACTION ITEMS
OCTOBER 27, 2015

NEW HIRES:

1. Lauren Molzen – Health and Emergency Services – Animal Care Worker – 11/02/15 – Rabies Control Fund – Replacing Amanda Olvera
2. Richard Dwyer – Assessor's Office – Property Appraiser 1 – 10/26/15 – General Fund – Replacing Joseph Williams

END PROBATIONARY PERIOD:

3. Adela Johnson – County Attorney's Office – Legal Secretary – 11/04/15 – General Fund
4. Heather Lutye – County Attorney's Office – Legal Secretary Senior – 11/18/15 – General Fund

DEPARTMENTAL TRANSFERS:

5. Jessica Palmer – Health and Emergency Services – From Animal Regulations Enforcement Officer – To Community Health Specialist – 11/02/15 – From Rabies Control Fund – To Teen Pregnancy Prevention Services Fund – Replacing Nancy Rutherford

REQUEST TO POST:

6. Globe Regional Justice Court – Accounting Clerk Senior – Vacated by Susan Williams

ARF-3444 **Consent Agenda Item** **5. V.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Reporting Period: October 16, 2015; October 23, 2015; and October 30, 2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 10-16-15; 10-23-15; and 10-30-15.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of October 12, 2015, through October 16, 2015; October 19, 2015, through October 23, 2015; and, October 26, 2015, through October 30, 2015.

Attachments

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 10-16-15, 10-23-15, and 10-30-15

Service Agreement No. 101215-Mountain Retreat Builders

Contract Agreement Form-SD Crane Builders

Service Agreement No. 082115-Anderson Collision Center

Authorization to utilize State contract with Blackstone Security

Service Agreement No. 092215-A-O Painting, Inc.

Service Agreement No. 081415-American Fence

Amendment No. 1-Ponderosa Medical Waste

Amendment No. 2-Messinger Mortuary

Service Agreement No. 100915-1-Empire Southwest

Service Agreement No. 080615-2-South West Mobile Storage, Inc.

Amendment No. 1-KWIK KOOL Refrigeration

Smith's Detection Service Agreement

Cable One-Addendum for month to month term

Amendment No. 1-Rodriguez Constructions, Inc.
OverDrive, Inc.-Digital Library Reserve Access Agreement

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

October 12, 2015 thru October 16, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
101215 Mountain Retreat Builders	Service Agreement No. 101215 URRD Project HH#2700	$1,800.00	10-13-15 to 06-30-15	10-13-15	Expires	Contractor to provide labor and materials to build and install a new handrail.
ADSPO12-031788 SD Crane Building, Inc.	Authorization to Utilize State Procurement JOC Contract with SD Crane Building	$46,917.33	10-13-15 to 12-03-15	10-13-15	Expires	Contractor shall furnish and install all labor, materials and equipment for the Globe Jail kitchen renovation project, as scoped out by Facilities Management. Contractor pricing is per Contractors' JOC contract with the State of Arizona Procurement Office.
082115 Anderson Collision Center	Service Agreement No. 082115 Body Repair Work on Vehicle B-181	$1,412.22	10-13-15 to 10-27-15	10-13-15	Expires	During a police investigation, damage occurred to the passenger front door and right rear quarter panel of Vehicle B-181. Contractor shall repair damage.
ADSPO13-054359 Blackstone Security Services	Authorization to Utilize State Procurement Contract with Blackstone Security Services, Inc.	$39,058.00	10-12-15 to 04-01-16	10-13-15	Option to Renew	Payson Courthouse employees feel that they are in need of a more secure working environment. They have requested armed security guards be stationed at the front Public entrance to screen people coming in and out of the building.

October 19, 2015 thru October 23, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
092215 A-O Painting, Inc.	Service Agreement No. 092215 Paint 20,000 Gallon Fuel Tank	Not to exceed $11,340.00	10-20-15 to 12-03-15	10-20-15	Expires	This fuel tank is 19 years old and is in need of being completely stripped to the bare metal, primed and repainted. This paint job should protect the fuel tank for an additional 20 years.
081415 American Fence Company of Arizona	Service Agreement No. 081415 Relocate and Modify Globe Jail Security Gates at Dumpster Bin Alcove	Not to exceed $3,300.00	10-21-15 to 11-20-15	10-20-15	Expires	The purpose of this contract is to install gates on the old dumpster bin alcove which will allow the bin enclosure walls and fencing to be removed. This will give earth moving equipment access to the outer areas of the fence to clean away dirt and rocks that sluff off the surroundings slopes which builds up against the fencing causing damage to it allowing mud and debris to pass through the fencing causing other issues in the jails operations.
100914-1 Ponderosa Medical Waste Services	Amendment No. 1 to Service Agreement No. 100914-1 Medical Waste Disposal Gila County Injury Prevention	$1,840.00	11-04-15 to 11-03-16	10-20-15	Option to renew for one additional year	Amendment No. 1 will serve to extend the agreement from November 04, 2015 to November 03, 2016. In addition Amendment No. 1 will serve to increase the original contract by $940.00 to cover the cost of medical waste disposal that may be required during the term of the contract.
022514-1 Messinger Mortuary & Chapel, Inc.	Amendment No. 2 to Service Agreement No. 022514-1 Forensic Center Facility for Gila County Medical Examiner	$20,000.00	10-14-15 to 10-13-16	10-20-15	Option to renew for two additional one-year periods	Amendment No. 2 will serve to extend the term of the contract for one additional year, from 10-14-15 to 10-13-16, at the annual fee of $20,000.00.

October 19, 2015 thru October 23, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
100915-1 Empire Southwest, LLC.	Service Agreement No. 100915-1 Emergency Repair-Engine Overhaul on Caterpillar D7R Crawler	$43,736.42	10-20-15 to 12-03-15	10-20-15	Expires	The dozer (crawler) is needed for daily use to cover up waste materials in County landfills. This is a requirement of ADEQ. Additionally, the dozer is essential if a fire breaks out, in order to cut the burning debris away from the rest of the trash.

October 26, 2015 thru October 30, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
080615-2 South West Mobile Storage	Service Agreement No. 080615-2 Relocation of Two Conex Boxes	$1,350.00	10-27-15 to 11-01-15	10-27-15	Expires	Project consists of moving two Conex boxes from the landfill. One will be moved to 5515 S. Apache, Globe, AZ and the other will be moved to the animal shelter at 700 W. Shelter Lane, Globe, AZ.
102714 KWIK KOOL Refrigeration	Amendment No. 1 to Service Agreement No. 102714 HVAC Repair and Maintenance-Copper Region	$4,500.00	12-10-15 to 12-09-16	10-27-15	Option to renew for one additional one-year period	Amendment No. 1 will serve to extend the term of the contract for an additional year. Facilities wants a blanket Purchase Order with an HVAC company that can respond to miscellaneous heating and cooling problems in Southern Gila County.
12020-RFP Smiths Detection	Service Agreement	$17,423.16	10-01-15 to 09-30-19	10-28-15	Expires	The X-Ray machine is a highly sensitive and technical machine. It must be calibrated and tested every year to keep in compliance with the Arizona Radiation Regulatory Agency. These forms are filled out on our behalf by Smiths Detection when they perform the annual preventative maintenance

October 26, 2015 thru October 30, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Cable One Business	Addendum to Commercial Service Agreement	$3,455.00	Month-to-Month	10-26-15	Expires when cancelled	Effective November 16, 2010, Gila County entered into a Commercial Service Agreement with Cable One. The term of the agreement called for automatic subsequent renewals terms of 12 months until cancelled. The IT Department has requested the term be modified from 12 months to a month to month term. There will be no change in the previously agreed to pricing.
092215-1 Rodriguez Constructions, Inc.	Amendment No. 1 to Service Agreement No. 092215-1 Major Rehabilitation Project HH#10435	Increase original contract amount of $31,960 by $3,000 for a new total contract amount of $34,960	9-23-15 to 11-27-15	10-27-15	Expires	Amendment No. 1 will increase the original contract amount of $31,960.00 by $3,000.00 to replace the existing porch damaged by leakage and weather.
OverDrive, Inc.	Digital Library Reserve Access Agreement	$10,000 per year	10-28-15 to 10-27-19	10-28-15	Automatically Renews for four one-year periods	OverDrive, Inc. will create an online website for the Library District, from which the public, once they have obtained a library card, may download books to read.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY
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Globe, AZ 85501

SERVICE AGREEMENT NO. 101215

URRD PROJECT HH#2700

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 13TH day of OCTOBER, **2015,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 101215** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 101215** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service **Agreement conflict with the Terms and Conditions of Attachment "A"** to **Service Agreement 101215**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved **unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI.** The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and expires on June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$1,800.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS THEREOF, Two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

MOUNTAIN RETREAT BUILDERS

John Oddonetto, Owner

John Oddonetto

Print Name

INVOICE for Completed Hand Rail.

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR: ANGIE ARMENIA
On 4th Street
Across from East Globe School
Globe,AZ 85501

HH# 2700
Charge to URRD

Date- 8-21-2014

Item	DESCRIPTION	
	Build a Hand rail out of 2" tubing painted black for home owner. Installation Included	$1,800.00
	TOTAL----------	$1,800.00

CONTRACT AGREEMENT FORM

Contract Name: Jail Kitchen Renovation – Walls and Flooring **Contract No.:** ADSPO12-013788

Statement of Mutual Consent and Intent
Gila County wishes to utilize the State JOC contract with SD Crane Builders on the Jail Kitchen Renovation of the walls and floors. The Contractor will provide all labor, materials and equipment to perform the scope of work outlined on the Job Order Contract Price Proposal Summary as submitted by the Gordian Group on behalf of SD Crane Builders to Gila County. All documents executed by the State of Arizona on Contract No. ADSPO12-013788, apply to this procurement between Gila County and SD Crane Builders, Inc.

Renewal Option: ☒ Yes ☐ No

Contract End Date: 32 days from Notice to Proceed date

Maximum Dollar Limit: $46,917.33

Contract Information

Firm Name: SD Crane Builders, Inc. **Contact Person:** Keith Burns

Address: 1901 E. University Drive Suite 330 **Phone No:** 480-466-1135

City: Mesa **State:** AZ **Fax:** **Email:** kburns@sdcranebuilders.com

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative, for cooperative purchasing. By using the State of Arizona, Procurement Office contract with SD Crane Builders, Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona Procure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Procurement Office, Contract No. ADSPO12-013788, for Statewide General Contractor JOC R4 approved this 13TH **day of** OCTOBER**, 2015.**

GILA COUNTY

Don E. McDaniel, Jr., County Manager

Statewide General Contracting JOC

www.eziqc.com

Summary Of Costs

JOC Project Name:	**Jail Kitchen Renovation - Walls and Flooring**	
JOC Project Number:	**16-GilaCounty-0001.00**	
Amount of Proposal:	**$46,917.33**	**Purchase Order Amount to Contractor**
Contractor:	**Arizona - SD Crane Builders, Inc.**	

Contractor:

Arizona - SD Crane Builders, Inc.
1901 E University Drive
Suite 330
Mesa, AZ 85203

(480) 832-1777

Statewide JOC Contract

www.eziqc.com

Job Order Contract
Price Proposal Summary - CSI

Date:	October 07, 2015
Contract Number:	ADSPO11-013788-ez
Job Order Number:	16-GilaCounty-0001.00
Job Order Title:	Jail Kitchen Renovation - Walls and Flooring
Contractor:	Arizona - SD Crane Builders, Inc.
Proposal Value:	$46,917.33
Proposal Name:	Jail Kitchen Renovation - Walls and Flooring
Detailed Scope:	The following proposal has been prepared by: Keith Burns Estimator/Project Manager C - 480-466-1135 O - 480-832-1777 F - 480-832-1798 kburns@sdcranebuilders.com It is proposed that SD Crane Builders do demolition work in 2 of the food preparation areas at the Gila County Jail. This work will be done in 2 phases to help minimize the disruption to the food preparation process of the jail. Electrical and utility make safe will take place prior to demolition of both phases and once construction is completed the utilities will be reconnected and tested. Room #1 Demo the tile floor and remove existing trench drain. Remove all the existing stainless steel fixtures and reinstall after construction is complete. Demo existing FRP and drywall and reinstall new FRP and Densheild. FRP and Drywall at wall where existing lockers sit are not figured in the new construction cost. Two of the walls in this room will be cut down to half height. The dividing wall in the room will have two 1'x1' columns at either end. Install new trench drain and pour concrete. New epoxy coated flooring. Install new wall tile base. Room #2 Remove all the existing stainless steel fixtures and reinstall after construction is complete. Demo existing FRP and drywall and reinstall new FRP and Densheild. Use small hand tools to chip and saw cut out existing grout between tiles that is turning white due to excessive water. Install new wall tile base. SD Crane Builders is asking for the Owners approval to use the plumber and electrician line items in this proposal. Exclusions - No permits - Testing - Hazardous materials testing/Abatement - Cost associated with general building inspections

01 - General Requirements:	**$25,337.68**
02 - Site Work:	**$3,483.91**
03 - Concrete:	**$685.84**
04 - Masonry:	**$3,014.22**
06 - Wood, Plastic, and Composites:	**$3,420.61**
09 - Finishes:	**$8,835.28**
13 - Special Construction:	**$951.30**
33 - Utilities:	**$1,188.49**
Proposal Total	**$46,917.33**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **2.03%**

Job Order Contract

Price Proposal Detail - CSI

Date: October 07, 2015

Contract Number: ADSPO11-013788-ez
Job Order Number: 16-GilaCounty-0001.00
Job Order Title: Jail Kitchen Renovation - Walls and Flooring
Contractor: Arizona - SD Crane Builders, Inc.
Proposal Value: $46,917.33
Proposal Name: Jail Kitchen Renovation - Walls and Flooring
Adjustment Factor(s) Used: 1.2075-Option 3 - Owner-Funded Projects Normal Working Hours, 1.0500-Option 3 - Non Pre-Priced

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
1	01 22 16 00 0002		EA	Reimbursable FeesNote: Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.00. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is $1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	$525.00
			Installation	Quantity 500.00 x Unit Price $1.00 x Factor 1.0500 = Total $525.00	
		User Note:	Builders risk.		
2	01 22 16 00 0002		EA	Reimbursable FeesNote: Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.00. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is $1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	$2,475.72
			Installation	Quantity 2,357.83 x Unit Price $1.00 x Factor 1.0500 = Total $2,475.72	
		User Note:	Sales tax.		
3	01 22 20 00 0010		HR	ElectricianNote: Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	$4,618.25
			Installation	Quantity 96.00 x Unit Price $39.84 x Factor 1.2075 = Total $4,618.25	
		User Note:	For electricians to do make safe demo before demolition in each room and to trim out all electrical once new walls and FRP are installed in each room. The man hours for this project are higher due to the many different trips that are going to be incurred by the different phases that are required for this project. Testing of all areas of reconnection will be done to make sure all wiring is working correctly for the reuse by the facility. This also includes doing paper work to do the background checks. There are not line items that are specific to these tasks, because these are such specialized demolition projects we are asking for owners approval of this line item.		

Price Proposal Detail - CSI Continues..

Job Order Number: 16-GilaCounty-0001.00
Job Order Title: Jail Kitchen Renovation - Walls and Flooring

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
4	01 22 20 00 0010	Mod	HR	For Foreman, Add	$115.34

	Quantity		Unit Price		Factor		Total
Installation	48.00	x	$1.99	x	1.2075	=	$115.34

User Note: For electricians to do make safe demo before demolition in each room and to trim out all electrical once new walls and FRP are installed in each room. The man hours for this project are a higher due to the many different trips that are going to be incurred by the different phases that are required for this project. Testing of all areas of reconnection will be done to make sure all wiring is working correctly for the reuse by the facility. This also includes doing paper work to do the background checks. There are not line items that are specific to these tasks, because these are such specialized demolition projects we are asking for owners approval of this line item.

5	01 22 20 00 0018		HR	MillwrightNote: Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	$5,318.41

	Quantity		Unit Price		Factor		Total
Installation	96.00	x	$45.88	x	1.2075	=	$5,318.41

User Note: This is to cover the multiple trips do to the phasing of this project for the removal and reinstallation of all the stainless seal materials that are in each room including the dishwasher. These hours figure for a two man crew.

6	01 22 20 00 0018	Mod	HR	For Foreman, Add	$132.73

	Quantity		Unit Price		Factor		Total
Installation	48.00	x	$2.29	x	1.2075	=	$132.73

User Note: This is to cover the multiple trips do to the phasing of this project for the removal and reinstallation of all the stainless seal materials that are in each room including the dishwasher. These hours figure for a two man crew.

7	01 22 20 00 0024		HR	PlumberNote: Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	$11,667.35

	Quantity		Unit Price		Factor		Total
Installation	176.00	x	$54.90	x	1.2075	=	$11,667.35

User Note: Demolition removal of all connected plumbing. The man hours for this project are higher due to the many different trips that are going to be incurred by the different phases that are required for this project. Reinstallation of all plumbing after reinstallation. Locating all shut off valves for each area affected by the demolition. Disconnecting of the trench drain before demolition and the reconnecting of the trench drain before the concrete is poured around the new trench drain. Figuring of a possible 10 trips to do all disconnections and reconnection of the plumbing utilities. Testing of all reconnected plumbing will be tested for any sign of leaking after reconnection. This also includes doing paper work to do the background checks. There are not line items that are specific to these tasks, because these are such specialized demolition projects we are asking for owners approval of this line item. A two man crew is figured for every trip.

8	01 22 20 00 0024	Mod	HR	For Foreman, Add	$292.22

	Quantity		Unit Price		Factor		Total
Installation	88.00	x	$2.75	x	1.2075	=	$292.22

User Note: Demolition removal of all connected plumbing. The man hours for this project are higher due to the many different trips that are going to be incurred by the different phases that are required for this project. Reinstallation of all plumbing after reinstallation. Locating all shut off valves for each area affected by the demolition. Disconnecting of the trench drain before demolition and the reconnecting of the trench drain before the concrete is poured around the new trench drain. Figuring of a possible 10 trips to do all disconnections and reconnection of the plumbing utilities. Testing of all reconnected plumbing will be tested for any sign of leaking after reconnection. This also includes doing paper work to do the background checks. There are not line items that are specific to these tasks, because these are such specialized demolition projects we are asking for owners approval of this line item. A two man crew is figured for every trip.

Price Proposal Detail - CSI Continues..

Job Order Number: 16-GilaCounty-0001.00
Job Order Title: Jail Kitchen Renovation - Walls and Flooring

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
9	01 22 20 00 0051		HR	Flagperson For Traffic Control	$159.05
				Installation: Quantity 4.00 x Unit Price $32.93 x Factor 1.2075 = Total $159.05	
				User Note: To get the concrete truck into position because of the limited access at the site and to wheel barrel from the closet location possible.	
10	01 74 19 00 0026		CY	Asphalt, Concrete, Gravel And Subgrade Material Landfill Dump Fee	$16.95
				Installation: Quantity 2.00 x Unit Price $7.02 x Factor 1.2075 = Total $16.95	
				User Note: To dump the concrete and tile materials.	
11	01 74 19 00 0029		CYM	Hauling On Paved Roads, First 15 Miles	$16.66
				Installation: Quantity 30.00 x Unit Price $0.46 x Factor 1.2075 = Total $16.66	
				User Note: Hauling off of concrete. This includes hauling off of concrete by concrete sub and hauling off of tile by tile sub.	
Subtotal for 01 - General Requirements:					**$25,337.68**
02 - Site Work					
12	02 41 13 13 0041		SF	Break-Up And Remove >3" To 6" Thick Concrete By Hand	$67.86
				Installation: Quantity 20.00 x Unit Price $2.81 x Factor 1.2075 = Total $67.86	
				User Note: Break out concrete around trough drain after saw cutting.	
13	02 41 19 13 0004		LF	Saw Cut Block Masonry Up To 4" (10 cm) Depth	$3,118.97
				Installation: Quantity 700.00 x Unit Price $3.69 x Factor 1.2075 = Total $3,118.97	
				User Note: This is the best line item I can find to do the chipping out of the existing grout in the second room per the owners request. It may require two passes to cut out the width of the grout between the tiles.	
14	02 41 19 13 0004	Mod	LF	For Quantities > 250, Deduct	-$295.84
				Installation: Quantity 700.00 x Unit Price $-0.35 x Factor 1.2075 = Total $-295.84	
				User Note: This is the best line item I can find to do the chipping out of the existing grout in the second room per the owners request. It may require two passes to cut out the width of the grout between the tiles.	
15	02 41 19 13 0016		EA	Saw Cut Minimum ChargeNote: For projects where the total saw cutting charge is less than the minimum charge. Use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	$451.21
				Installation: Quantity 1.00 x Unit Price $373.67 x Factor 1.2075 = Total $451.21	
				User Note: Saw cut before breaking out concrete.	
16	02 41 19 13 0152		IN	5/8" Diameter Drilling In Concrete Per Inch Of Depth	$75.20
				Installation: Quantity 36.00 x Unit Price $1.73 x Factor 1.2075 = Total $75.20	
				User Note: 6 dowels will be drilled 6" deep each.	
17	02 89 00 00 0004		SF	1/2" Plywood For Solid Isolation Barrier	$66.51
				Installation: Quantity 36.00 x Unit Price $1.53 x Factor 1.2075 = Total $66.51	
				User Note: Ply Wood backing for rubber bumpers.	
Subtotal for 02 - Site Work:					**$3,483.91**

Price Proposal Detail - CSI Continues..

Job Order Number: 16-GilaCounty-0001.00
Job Order Title: Jail Kitchen Renovation - Walls and Flooring

Rec#	CSI Number	Mod.	UOM	Description	Line Total
03 - Concrete					
18	03 01 30 71 0088		LF	Epoxy Injection, Over 1/4" Wide	$110.78
			Installation	Quantity 3.00 x Unit Price $30.58 x Factor 1.2075 = Total $110.78	
			User Note:	6 dowels will be drilled 6" deep each.	
19	03 21 11 00 0025		EA	Straight Dowels, 1/2" Diameter x 24" Long (13 mm Diameter x 61 cm Long), Deformed	$11.23
			Installation	Quantity 6.00 x Unit Price $1.55 x Factor 1.2075 = Total $11.23	
			User Note:	Dowels to tie existing concrete to new concrete.	
20	03 21 11 00 0025	Mod	EA	For 18" Length, Deduct	-$1.38
			Installation	Quantity 6.00 x Unit Price $-0.19 x Factor 1.2075 = Total $-1.38	
			User Note:	Dowels to tie existing concrete to new concrete.	
21	03 31 13 00 0026		CY	Up To 6", By Direct Chute, Place 3000 PSI Concrete Slab On Grade	$130.87
			Installation	Quantity 1.00 x Unit Price $108.38 x Factor 1.2075 = Total $130.87	
			User Note:	1 yard of concrete	
22	03 31 13 00 0026	Mod	CY	For Quantities Up To 20, Add	$7.72
			Installation	Quantity 1.00 x Unit Price $6.39 x Factor 1.2075 = Total $7.72	
			User Note:	1 yard of concrete	
23	03 31 13 00 0079		CY	50' (15 m) Haul, Non-Motorized, Concrete Buggy	$11.24
			Installation	Quantity 1.00 x Unit Price $9.31 x Factor 1.2075 = Total $11.24	
			User Note:	To wheel barrel concrete for new trench drain.	
24	03 31 13 00 0095		CY	Delivery Fee For Concrete Purchases Per CY For Each CY Less Than 9 CY	$144.90
			Installation	Quantity 8.00 x Unit Price $15.00 x Factor 1.2075 = Total $144.90	
			User Note:	only one yard being poured.	
25	03 35 16 00 0001		SF	Concrete Floor Finishes, Screed	$9.66
			Installation	Quantity 20.00 x Unit Price $0.40 x Factor 1.2075 = Total $9.66	
			User Note:	Finishing.	
26	03 35 16 00 0001	Mod	SF	For Quantities Up To 50 SF, Add	$38.64
			Installation	Quantity 20.00 x Unit Price $1.60 x Factor 1.2075 = Total $38.64	
			User Note:	Finishing.	
27	03 35 16 00 0002		SF	Concrete Floor Finishes, Darby	$11.83
			Installation	Quantity 20.00 x Unit Price $0.49 x Factor 1.2075 = Total $11.83	
			User Note:	Finishing.	
28	03 35 16 00 0002	Mod	SF	For Quantities Up To 50 SF, Add	$47.33
			Installation	Quantity 20.00 x Unit Price $1.96 x Factor 1.2075 = Total $47.33	
			User Note:	Finishing.	

Price Proposal Detail - CSI Continues..

Job Order Number: 16-GilaCounty-0001.00
Job Order Title: Jail Kitchen Renovation - Walls and Flooring

Rec#	CSI Number	Mod.	UOM	Description	Line Total
03 - Concrete					
29	03 35 16 00 0004		SF	Concrete Floor Finishes, Final Float	$15.46
			Installation	Quantity 20.00 x Unit Price $0.64 x Factor 1.2075 = Total $15.46	
		User Note:	Finishing.		
30	03 35 16 00 0004	Mod	SF	For Quantities Up To 50 SF, Add	$61.82
			Installation	Quantity 20.00 x Unit Price $2.56 x Factor 1.2075 = Total $61.82	
		User Note:	Finishing.		
31	03 35 16 00 0005		SF	Concrete Floor Finishes, Steel Trowel	$17.15
			Installation	Quantity 20.00 x Unit Price $0.71 x Factor 1.2075 = Total $17.15	
		User Note:	Finishing.		
32	03 35 16 00 0005	Mod	SF	For Quantities Up To 50 SF, Add	$68.59
			Installation	Quantity 20.00 x Unit Price $2.84 x Factor 1.2075 = Total $68.59	
		User Note:	Finishing.		
Subtotal for 03 - Concrete:					**$685.84**
04 - Masonry					
33	04 21 26 00 0008		LF	2" Or 4" Cove Base 6T Series Structural Glazed Clay Tile	$3,014.22
			Installation	Quantity 125.00 x Unit Price $19.97 x Factor 1.2075 = Total $3,014.22	
		User Note:	New wall base tile for both rooms.		
Subtotal for 04 - Masonry:					**$3,014.22**
06 - Wood, Plastic, and Composites					
34	06 83 00 00 0002		SF	Fiberglass Reinforced Polyester (FRP) Paneling Including Adhesive And Trim	$3,420.61
			Installation	Quantity 960.00 x Unit Price $2.56 x Factor 1.2075 = Total $2,967.55	
			Demolition	Quantity 560.00 x Unit Price $0.67 x Factor 1.2075 = Total $453.05	
		User Note:	FRP for both rooms.		
Subtotal for 06 - Wood, Plastic, and Composites:					**$3,420.61**
09 - Finishes					
35	09 01 30 91 0001		SF	Regrout Floor Tile Including Removal Of Loose Grout	$869.40
			Installation	Quantity 250.00 x Unit Price $2.88 x Factor 1.2075 = Total $869.40	
		User Note:	After saw cutting and grinding out the old grout, replace with new grout to match what is still left of the existing.		
36	09 22 16 00 0010		SF	3-5/8" Metal Stud Channel, 16" On Center, 20 Gauge, With Tracks And Runners	$21.74
			Installation	Quantity 0.00 x Unit Price $1.49 x Factor 1.2075 = Total $0.00	
			Demolition	Quantity 40.00 x Unit Price $0.45 x Factor 1.2075 = Total $21.74	
		User Note:	To cut the existing walls down to half height		

Price Proposal Detail - CSI Continues..

Job Order Number: 16-GilaCounty-0001.00
Job Order Title: Jail Kitchen Renovation - Walls and Flooring

Rec#	CSI Number	Mod.	UOM	Description	Line Total
09 - Finishes					
37	09 29 00 00 0027		SF	5/8" Mold And Mildew Resistant Mesh Reinforced Board	$1,221.99
				Quantity / Unit Price / Factor / Total	
			Installation	880.00 x $0.91 x 1.2075 =	$966.97
			Demolition	960.00 x $0.22 x 1.2075 =	$255.02
		User Note:		New drywall in room #1	
38	09 29 00 00 0046		SF	Tape, Spackle And Finish Drywall Walls Up To 10' Height	$318.78
				Quantity / Unit Price / Factor / Total	
			Installation	880.00 x $0.30 x 1.2075 =	$318.78
		User Note:		New drywall in room #1	
39	09 29 00 00 0099		LF	5/8" Aluminum Extrusions, Edge Trim	$212.52
				Quantity / Unit Price / Factor / Total	
			Installation	100.00 x $1.76 x 1.2075 =	$212.52
		User Note:		For wall edges at low walls and columns.	
40	09 30 13 00 0001		SF	Mounted Floor Tile, Less Than 8"x8"Note: Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12"x12", 12"x24", or similar sized sheets.	$332.06
				Quantity / Unit Price / Factor / Total	
			Installation	0.00 x $6.31 x 1.2075 =	$0.00
			Demolition	250.00 x $1.10 x 1.2075 =	$332.06
		User Note:		Demo Tile floor in room 1	
41	09 30 13 00 0004		SF	Mounted Wall Tile, Less than 8"x8"Note: Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12"x12", 12"x24", or similar sized sheets.	$642.39
				Quantity / Unit Price / Factor / Total	
			Installation	0.00 x $6.77 x 1.2075 =	$0.00
			Demolition	400.00 x $1.33 x 1.2075 =	$642.39
		User Note:		Demo wall tile in room #1.	
42	09 67 29 00 0005		SF	Epoxy Flooring Trowel Applied Mortar Compound, 1/4", Chemical Resistant (10000 - 12000 PSI)	$4,256.44
				Quantity / Unit Price / Factor / Total	
			Installation	250.00 x $14.10 x 1.2075 =	$4,256.44
		User Note:		Epoxy flooring.	
43	09 67 29 00 0005	Mod	SF	For Quantities Up To 500, Add	$959.96
				Quantity / Unit Price / Factor / Total	
			Installation	250.00 x $3.18 x 1.2075 =	$959.96
Subtotal for 09 - Finishes:					**$8,835.28**
13 - Special Construction					
44	13 00 00 00 0001		EA	Wall Gaurds by Discountramps.com	$951.30
		NPP Task		Quantity / Unit Price / Factor / Total	
			Installation	8.00 x $113.25 x 1.0500 =	$951.30
		User Note:		Wall guards requested by owner to protect wall. To be placed on the short wall in the wash area.	
Subtotal for 13 - Special Construction:					**$951.30**
33 - Utilities					

Price Proposal Detail - CSI Continues..

Job Order Number: 16-GilaCounty-0001.00
Job Order Title: Jail Kitchen Renovation - Walls and Flooring

Rec#	CSI Number	Mod.	UOM	Description	Line Total
33 - Utilities					
45	33 44 16 00 0032		LF	6" Wide, Vinylester Fiberglass, Modular Trench Drain	$1,188.49

	Quantity		Unit Price		Factor		Total
Installation	8.00	x	$117.76	x	1.2075	=	$1,137.56
Demolition	6.00	x	$7.03	x	1.2075	=	$50.93

User Note: Demo existing trench drain and reinstall a new drain.

Subtotal for 33 - Utilities: **$1,188.49**

Proposal Total **$46,917.33**

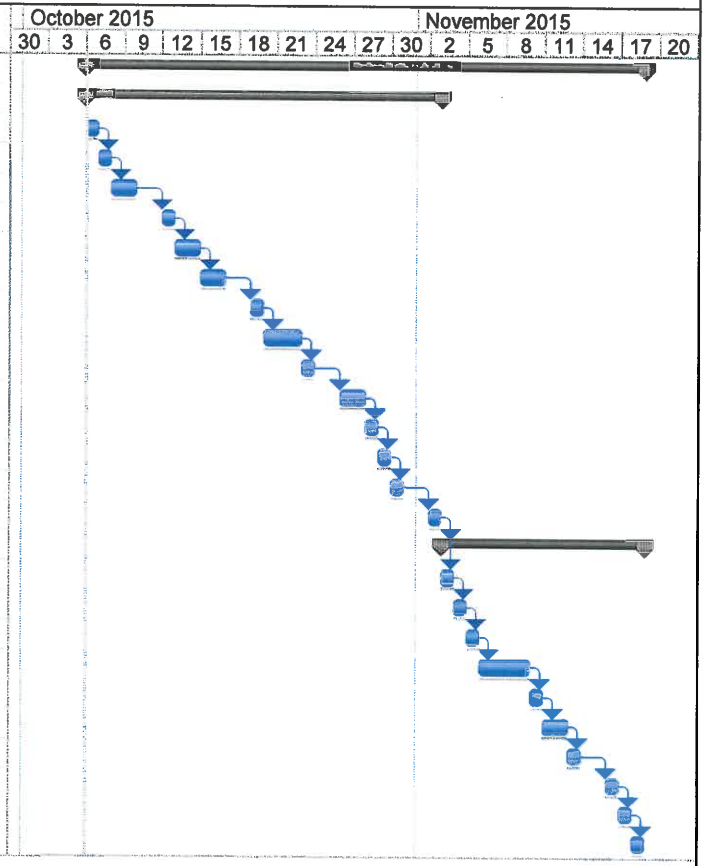
This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **2.03%**

Gila County Jail
Kitchen TI

SD CRANE BUILDERS, INC.

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Gila County Jail Kitchen TI**	**32 days**	**Tue 10/6/15**	**Wed 11/18/15**	
2	**Room #1**	**20 days**	**Tue 10/6/15**	**Mon 11/2/15**	
3	Make safe electrical and plumbing	1 day	Tue 10/6/15	Tue 10/6/15	
4	Remove all materials out of room and off wall	1 day	Wed 10/7/15	Wed 10/7/15	3
5	Demo Flooring	2 days	Thu 10/8/15	Fri 10/9/15	4
6	Demo walls	1 day	Mon 10/12/15	Mon 10/12/15	5
7	Saw-cut Floor disconect and remove drain	2 days	Tue 10/13/15	Wed 10/14/15	6
8	Install new drain and prep for new pour	2 days	Thu 10/15/15	Fri 10/16/15	7
9	Pour concrete	1 day	Mon 10/19/15	Mon 10/19/15	8
10	Install metal framing and drywall	3 days	Tue 10/20/15	Thu 10/22/15	9
11	Install new FRP	1 day	Fri 10/23/15	Fri 10/23/15	10
12	Install new wall base and epoxy coat the floor	2 days	Mon 10/26/15	Tue 10/27/15	11
13	Install rubber wall guards	1 day	Wed 10/28/15	Wed 10/28/15	12
14	Move all fixtures back into the room	1 day	Thu 10/29/15	Thu 10/29/15	13
15	Hook up all plumbing fixtures	1 day	Fri 10/30/15	Fri 10/30/15	14
16	Renergize all electrical.	1 day	Mon 11/2/15	Mon 11/2/15	15
17	**Room #2**	**12 days**	**Tue 11/3/15**	**Wed 11/18/15**	**16**
18	Make safe electrical and plumbing	1 day	Tue 11/3/15	Tue 11/3/15	16
19	Remove all materials out of room and off wall	1 day	Wed 11/4/15	Wed 11/4/15	18
20	Demo walls	1 day	Thu 11/5/15	Thu 11/5/15	19
21	Install metal framing and drywall	2 days	Fri 11/6/15	Mon 11/9/15	20
22	Install new FRP	1 day	Tue 11/10/15	Tue 11/10/15	21
23	Demo out the existing grout	2 days	Wed 11/11/15	Thu 11/12/15	22
24	Install new grout and wall base	1 day	Fri 11/13/15	Fri 11/13/15	23
25	Reinstall all fixtures	1 day	Mon 11/16/15	Mon 11/16/15	24
26	Hook up all plumbing fixtures	1 day	Tue 11/17/15	Tue 11/17/15	25
27	Renergize all electrical.	1 day	Wed 11/18/15	Wed 11/18/15	26



Project: Schedule
Date: Tue 10/6/15

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

SD CRANE BUILDERS, INC.

GILA COUNTY

CONTRACT REQUEST

For departments requesting that a contract be prepared by the Gila County Procurement Group, please complete this form in its entirety. Form may be emailed or sent interoffice to Procurement. Please be sure to attach any backup documentation.

Contract No.: _____
(For Procurement Use Only)

Requesting Department: Facilities Management Date: 10/02/2015

Contract Title: Jail Kitchen Renovation – JOC 16-GilaCounty-0001.00

Contract Start Date: _____ Contract End Date: 32 days from NTP

Company Title or Vendor Name: Arizona - SD Crane Builders, Inc.

Contact Name: Keith Burns E-mail: kburns@sdcranebuilders. com

Address – Street: 1901 E. University Dr. STE 330 Phone: 480.466.1135 or 480.832.1777
City: Mesa
State, Zip AZ 85203

Contract Amount $ 46,917.33 Project No.: FM-0501
(If there are multiple fees & projects involved please provide)

Fund: 1007 Dept: 300 Program: 883 Location: _____ Account: 4500.19
(If there are multiple funds please include all)

STATEMENT OF PURPOSE AND NEED

Jail kitchen walls have been wet and are rotten and unstable. See below for the remodel of the walls. Tile on the floor has been chipped and needs to be removed. The concrete floor will be prepped for a sealant instead of being re-tiled. This project will bring the kitchen back to a safer environment. The JOC contract ADSPO11-013788-ez is the best way to get this taken care of quickly.

SCOPE OF SERVICE/WORK

Please provide a DETAILED DESCRIPTION of the scope of work/service to be included in the body of the contract. Including special terms/conditions. It is the responsibility of the requesting department to verify all specific information needed in the contract scope of service and specifications are provided below or attached to this form.

See attached proposal for scope and prices.
(NPP is non Pre-Priced in the JOC costing process)

Individual Requesting: Robert Hickman Extension: 8591

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hesseniius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 082115

BODY REPAIR WORK ON VEHICLE B-181

PUBLIC WORKS SHOP

THIS AGREEMENT, made and entered into this 13TH day of OCTOBER, **2015,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Anderson Collision Center, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Shop** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 082115** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 082115** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 082115,** the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent

the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for two weeks from the start date.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $1,412.22 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 082115 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 10/13/15

ANDERSON COLLISION CENTER

Signature

Print Name

S.O. B-181
TC098

ANDERSON COLLISION CENTER

Anderson Collision Center Inc
PO Box 3276, 1506 W Bravo Taxiway Payson AZ,
PAYSON, AZ 85541
Phone: (928) 468-2482
FAX: (928) 474-4772

Workfile ID: 1127cbeb
Federal ID: 770642623
License Number: PY8072

Preliminary Estimate

Customer: Gila County **Job Number:**

Written By: Jeff Konop

Insured: Gila County
Type of Loss:
Point of Impact: 05 Right Rear

Policy #:
Date of Loss:

Claim #:
Days to Repair: 6

Owner:
Gila County
5320 E Hwy 260
Payson, AZ 85541
(928) 468-2805 Business
(928) 951-3705 Cell

Inspection Location:
ANDERSON COLLISION CENTER
PO Box 3276
1506 W Bravo Taxiway Payson AZ
PAYSON, AZ 85541-3276
Repair Facility
(928) 468-2482 Business

Insurance Company:

VEHICLE

Year:	2010	Body Style:	4D UTV	VIN:	1FMJU1G52AEA75895	Mileage In:	139028
Make:	FORD	Engine:	8-5.4L-FI	License:	G296FP	Mileage Out:	
Model:	EXPEDITION 4X4 XLT	Production Date:		State:	AZ	Vehicle Out:	
Color:	White Int:	Condition:	Good	Job #:			

TRANSMISSION
Automatic Transmission
Overdrive
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Rear Window Wiper
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
ROOF
Luggage/Roof Rack
SEATS
Cloth Seats
Captain Chairs (2)
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
TRUCK
Running Boards/Side Steps

Scan to Joan 7-10-15

Preliminary Estimate

Customer: Gila County **Job Number:**

Vehicle: 2010 FORD EXPEDITION 4X4 XLT 4D UTV 8-5.4L-FI White

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**QUARTER PANEL**							
2	*	Rpr	RT Quarter panel 119" wheelbase, w/o wheel opening mldg from 12/06/06				8.0	2.7
3			Add for Clear Coat					1.1
4		R&I	RT Splash shield 119" wheelbase				0.2	
5	*	Rpr	::: ROPE ::: RT Quarter glass				0.3	
6		R&I	RT Rear molding extended wagon				0.3	
7	**REAR BUMPER**							
8		R&I	R&I bumper cover				1.0	
9	**REAR LAMPS**							
10		R&I	RT Tail lamp assy				0.3	
11	**FRONT DOOR**							
12	*	Rpr	RT Outer panel				4.0	2.5
13			Overlap Major Non-Adj. Panel					-0.2
14			Add for Clear Coat					0.5
15	*	R&I	RT Body side mldg w/o wheel lip molding black texture				0.4	
16		R&I	RT Belt w'strip w/keyless pad				0.3	
17		R&I	RT Mirror assy w/heat, w/o power fold w/o memory				0.4	
18		R&I	RT Door glass Ford				0.5	
19	*	R&I	RT Run channel				0.2	
20		R&I	RT Handle, outside black				0.4	
21		R&I	RT R&I trim panel				0.5	
22	**MISCELLANEOUS OPERATIONS**							
23	*	Repl	Cover car/bag		1	5.00	0.0	0.2
24	#	Subl	Hazardous waste removal		1	5.00 X		
				SUBTOTALS		**10.00**	**16.8**	**6.8**

Preliminary Estimate

Customer: Gila County **Job Number:**

Vehicle: 2010 FORD EXPEDITION 4X4 XLT 4D UTV 8-5.4L-FI White

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				5.00
Body Labor	16.8 hrs	@	$ 50.00 /hr	840.00
Paint Labor	6.8 hrs	@	$ 50.00 /hr	340.00
Paint Supplies	6.8 hrs	@	$ 30.00 /hr	204.00
Miscellaneous				5.00
Subtotal				1,394.00
Sales Tax	$ 209.00	@	8.7200 %	18.22
Grand Total				**1,412.22**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,412.22**

QUALITY REPLACEMENT PARTS WARRANTY

OUR REPAIR ESTIMATE MAY SPECIFY THE USE OF QUALITY REPLACEMENT PARTS.
QUALITY REPLACEMENT PARTS ARE PARTS NOT MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER. WE WILL STAND BEHIND THE QUALITY REPLACEMENT PARTS THAT ARE SPECIFIED ON THIS ESTIMATE AND USED IN THE REPAIR OF YOUR VEHICLE, FOR AS LONG AS YOU OWN/LEASE THE VEHICLE. WE WARRANT THESE PARTS ARE OF LIKE KIND, QUALITY, SAFETY, FIT AND PERFORMANCE TO PARTS MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER.

THIS WARRANTY EXCLUSIVELY COVERS LOSS OR DAMAGE THAT IS RELATED TO DEFECTS IN THE QUALITY REPLACEMENT PART. THIS WARRANTY DOES NOT COVER DAMAGE OR PART FAILURE DUE TO IMPROPER INSTALLATION, MISUSE, NEGLECT, ABUSE, IMPROPER MAINTENANCE, ABNORMAL OPERATION, OR NORMAL WEAR & TEAR.

SHOULD A SUPPLIER OF A PART SPECIFIED IN OUR REPAIR ESTIMATE, OR THE REPAIR FACILITY THAT PERFORMS THE REPAIR ON YOUR VEHICLE, BE UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY REPLACEMENT PART USED IN THE REPAIR, WE WILL MAKE EVERY EFFORT TO SEE THAT THE PROBLEM IS CORRECTED.

THIS WARRANTY AND ANY REPRESENTATIONS MADE HEREIN ARE NON-TRANSFERABLE AND EXTEND ONLY TO THE PARTY OWNING/LEASING THE VEHICLE AT THE TIME OF THE REPAIR.

FOR ASSISTANCE, PLEASE CONTACT THE NEAREST REGIONAL CLAIM OFFICE OR YOU MAY ACCESS YOUR CLAIM BY VISITING WWW.HPCS.COM.

DISCLAIMER:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT INSURANCE CLAIM FOR THE PAYMENT OF A LOSS MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE LABOR AND TAX RATES USED WERE DETERMINED BY THE VEHICLE INSPECTION LOCATION UNLESS THE REPAIR FACILITY WAS KNOWN AT THE TIME OF THE INSPECTION OR ANOTHER LOCATION WAS SPECIFIED BEFORE THE ESTIMATE WAS PREPARED

Preliminary Estimate

Customer: Gila County **Job Number:**

Vehicle: 2010 FORD EXPEDITION 4X4 XLT 4D UTV 8-5.4L-FI White

NO PAYMENT FOR A SUPPLEMENT WILL BE APPROVED OR ISSUED UNLESS THE REPAIRS WERE AUTHORIZED PRIOR TO COMPLETING THE SUPPLEMENTAL REPAIRS.
TO EXPEDITE THE HANDLING OF ANY SUPPLEMENTAL DAMAGES CLAIM, PLEASE HAVE THE APPROXIMATE AMOUNT OF ADDITIONAL DAMAGES AVAILABLE WHEN YOU CONTACT
YOUR APPRAISER LISTED ON THE ESTIMATE. A REINSPECTION MAY NEED TO BE
CONDUCTED. IF SO, IT WILL BE SCHEDULED WITHIN A REASONABLE TIME FRAME OF YOUR CONTACT. ALL SUPPLEMENTS MUST BE APPROVED BY A CLAIMS REPRESENTATIVE BEFORE REPAIRS ARE COMPLETED.

THIS IS NOT AN AUTHORIZATION TO REPAIR.

TO ENSURE REPAIRS WILL BE COMPLETED BASED ON THIS ESTIMATE; PLEASE PROVIDE A COPY TO THE REPAIR FACILITY PRIOR TO AUTHORIZING REPAIRS. FAILURE TO DO SO MAY RESULT IN YOU BECOMING RESPONSIBLE FOR PAYING UNAPPROVED EXPENSES.

FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Preliminary Estimate

Customer: Gila County **Job Number:**

Vehicle: 2010 FORD EXPEDITION 4X4 XLT 4D UTV 8-5.4L-FI White

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2MC07, CCC Data Date 7/10/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

CONTRACT AGREEMENT FORM

Contract Name: Armed/Unarmed Security Services-Payson Courthouse **Contract No.:** ADSPO13-054359

Statement of Mutual Consent and Intent
The parties, Gila County and Blackstone Security Services, Inc. agree to utilize the State of Arizona, State Procurement Office Contract No. ADSPO13-054359 to procure armed security services provided by Blackstone Security Services, Inc. to Gila County, for a period of one year. All documents executed by the State of Arizona on Contract No. ADSPO13-054359, apply to this procurement between Gila County and Blackstone Security Services, Inc.

At this time, the contract term is for a six month period, with the option to renew. Blackstone will invoice bi-weekly, with payment terms per State Contract No. ADSPO13-054359 of Net 30. The $39,058 will provide 2 armed security guards, working Mon-Friday from 7:30 to 5:30. If additional hours are required that cause the contract amount to exceed the $39,058.00, an amendment to this agreement will be issued to increase the amount.

Contract End Date: 10-12-15 to 04-01-16 **Renewal Option:** ☒ Yes ☐ No

Maximum Dollar Limit: $39,058.00

Contract Information

Firm Name: Blackstone Security Services, Inc. **Contact Person:** Dan Swindall

Address: 2400 W. Dunlap Avenue, Suite 225 **Phone No:** 602-265-6160

City: Phoenix **State:** AZ **Fax:** _____ **Email:** www.blackstonesecurity.com

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative, for cooperative purchasing. By using the State of Arizona, Procurement Office contract with Blackstone Security Services, Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona Procure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Procurement Office, Contract No. ADSPO13-054359, for Armed/Unarmed Security Services approved this 13TH **day of** OCTOBER **. 2015.**

GILA COUNTY

Don E. McDaniel, County Manager

Blackstone Security Services, Inc.

2400 West Dunlap Avenue, Suite 225
Phoenix, Arizona 85021

Office: (602) 265-6160
Fax: (602) 265-6170
www.blackstonesecurity.com

"The secret to our success is in our people"

AZ DPS License #1002987

October 12, 2015

Ms. Jeannie Sgroi
Contracts Support Specialist
Gila County Finance Department
1400 East Ash Street
Globe, Arizona 85501

RE: Quote for Court Security Screening Services **in Payson**

Dear Ms. Sgroi ,

Please accept this correspondence as Blackstone Security Services quote to provide the above referenced services.

I have taken into consideration the **seven** (7) holidays that will not require coverage and that the hours of operation shall be 7:30 AM to 5:30 PM Monday through Friday. It is further understood that the service to be provided is Armed Security Services. I also understand that the County will be riding on the State Contract ADSPO13-054359, Security Services.

Utilizing the rate dictated by the state contract and calculating the number of man hours required **from 10/12/15 through 4/1/16**, Blackstone respectfully submits the below listed quote:

One hundred and eighteen working days will be $39,058.00

Blackstone understands that the days and hours of coverage are subject to change depending on the needs of the County.

As always, should you require anything further, please feel free to contact me at your convenience.

Sincerely,

Dan Swindall
President

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 092215

PAINT 20,000 GALLON FUEL TANK

THIS AGREEMENT, made and entered into this 20th day of October, **2015,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and A-O Painting, Inc., of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Gila County Shop Manager** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 092215** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 092215** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 092215**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and expires forty-five (45) days from that date.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$11,340.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS THEREOF, Two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

A-O PAINTING, INC.

Authorized Signature

Alex Ortega

Print Name

REQUEST FOR QUOTE NO. 092215
GILA COUNTY

PAINT 20,000 GALLON FUEL TANK

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of labor and material to paint a 20,000 gallon fuel tank at Gila County shop in Globe.

Location:
Gila County Shop
1001 Besich Boulevard
Globe, AZ 85501

Scope of Work and Specifications:

- Contractor shall mask off and protect all electrical equipment, sensors, fuel dispensers, tank vents, E-panel, block walls, fuel management heads (MCU's), and surrounding area lighting.
- Contractor shall perform walnut shell blasting on entire tank, top and bottom of all piping, catwalk, ladder, hand railing, catch containment basins.
- Contractor shall coat with Sherman-Williams or equivalent epoxy primer compatible with top coat.
- The top color coat is to be white paint, compatible with gas and diesel fuel environment.
- Project shall be completed in five (5) working days after start, pending weather conditions and paint drying time.

A Mandatory Site Visit is required. Contact John Root at 928-402-8524 to schedule an appointment.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on, Friday, October 09, 2015 to:

Jeannie Sgroi, jsgroi@gilacountyaz.gov , fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: A-O Painting,Inc.

Contractor Address: 3237 E President St Tucson, AZ 85714

Contractor Phone #: 520-573-0051 Email Address: bortega@aopaintinginc.com

Contractor Signature: Alex Ortega

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST $ 8,605.00 (TAXES INCLUDED)

MATERIAL COST $ 2,735.00 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRIES OR EMAILED INQUIRIES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

October 5, 2015

Gila County Finance
Jeannie Sgroi
Guerrero Building
1400 E Ash Street
Globe, AZ 85501

RE: 20,000 Gallon Fuel Tank Painting Project – Gila County

Jeannie,

Below please find breakdown to abrasive blast & coat above-mentioned tank. Care will be taken to protect electrical, fuel pumps & bollards. These items will be masked off & protected. Handrails & kick plates will be coated safety yellow. Safety decals will be replaced with new decals.

Proposed Coating System

1) Abrasive Blast using Walnut Shells to Remove Existing Coating
2) One (1) Coat of Sherwin-Williams 646 MacroPoxy Epoxy @ 4-6 mils DFT
3) One (1) Coat of Sherwin-Williams Sher-Cryl High Performance Top Coat @ 2-3 mils DFT

Breakdown

Labor & Equipment	**$8,605.00**
Material	**$2,735.00**

Above Prices Include

- Labor
- Material
- Equipment
- Removal & Replacement of Decals
- Supervision
- Disposal
- Taxes

Exclusions

- ✓ Fuel Pumps
- ✓ Electrical
- ✓ Bollards

Best Regards,

Alex "Bruiser" Ortega
Alex "Bruiser" Ortega
General Manager
NACE Certified Coating Inspector
Level 3 –Cert. No. 47886

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 081415

RELOCATE AND MODIFY GLOBE JAIL SECURITY GATES AT DUMPSTER BIN ALCOVE

SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 20TH day of OCTOBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and American Fence Company, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 081415** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 081415** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 081415**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent

the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for 30 days from receipt of purchase order.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $3,300.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 081415 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 10/20/15

AMERICAN FENCE COMPANY

Signature

Trent Smith, Southern Arizona Regional Manager
Print Name

REQUEST FOR QUOTE NO. 081415
GILA COUNTY

GLOBE JAIL NEW SECURITY GATES AT DUMPSTER BIN ALCOVE

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of a Contractor to Fabricate and Install new center opening Security Gates at Globe Jail.

Location:
Gila County Jail
1100 South Street
Globe, AZ 85501

Scope of Work and Specifications:

- Contractor to furnish materials and labor to fabricate and install new center opening gates across from the dumpster alcove opening, which is approximately 14' wide.
- The gates will be approximately 7' wide 12' tall with a transom fabricated above the gates to continue the existing fence height and razor wire across the opening.
- All materials used will be of the same grade and gauge of the existing fence system.
- The transom and gates will connect to the existing 4" posts, leaving no gaps between any components greater than 4".
- Contractor may salvage the candy canes from the bin enclosure or from a set of old gates on the property for use in fabricating the transom.
- Contractor will also provide and install (2) new DAC Industries No. 4000 Strong Arm Commercial Double Gate Latches located 4' and 9' from finish grade.
- All fence and gate hardware will be attached with manufacturers supplied fasteners and welded in place where possible to provide greater security.
- All products will be installed using approved materials and following the industries best practices.
- Contractor will be responsible for providing all required Personal Protective Equipment to safely perform this contract.
- The Facility is in use and all efforts will be made to accommodate the successful bidder in completion of this work; but, all work must be scheduled to allow tenants to continue to serve the public and perform the necessary functions of this office.
- *If needed Gila County has a High Reach forklift and certified operator available to help control the cost of this project.

A Mandatory Site Visit is required. Call Robert Hickman at 928-200-1643 or Mark Warden at 928-200-1639, to schedule an appointment.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on, September 07, 2015 to, Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: American Fence Co. Mesa

Contractor Address: 3655 E. Main St., Mesa, AZ 85205

Contractor Phone #: (480) 832-6380 Email Address: shane.smith@americanfence.com

Contractor Signature: [signature]

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST $ 1650.00 (TAXES INCLUDED)

MATERIAL COST $ 1650.00 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRIES OR EMAILED INQUIRIES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

AMENDMENT NO. 1 TO SERVICE AGREEMENT 100914-1

The following amendments are hereby incorporated into the agreement for the below project

MEDICAL WASTE DISPOSAL

GILA COUNTY INJURY PREVENTION

Effective November 05, 2014, Gila County and Ponderosa Medical Waste Services entered into a contract whereby Ponderosa Medical Waste Services agreed to provide Medical Waste Disposal to Gila County Injury Prevention in Payson, AZ.

Service Agreement No. 100914-1 expires on November 03, 2015. Per Page 6 Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from November 04, 2015 to November 03, 2016.

The Health Department would like to increase the contract amount by an additional Nine Hundred and Forty dollars and no/100 ($940.00), to cover the cost of medical waste disposal that may be required during the term of the contract.

Amendment No. 1 to Service Agreement No. 100914-1 will extend the agreement from November 04, 2015 to November 03, 2016. In addition **Amendment No. 1** will serve to increase the original contract amount of Nine Hundred dollars and no/100's ($900.00) by Nine Hundred Forty dollars and no/100's ($940.00) for a new total contract amount of One Thousand Eight Hundred Forty dollars and no/100's ($1,840.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the November 04, 2015 to November 03, 2016 renewal term.

WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 20TH day of OCTOBER, 2015.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 10/20/15

PONDEROSA MEDICAL WASTE SERVICES

Signature

Russell R. Mann

Print Name

AMENDMENT NO. 2 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

---

SERVICE AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

AMENDMENT NO. 1 to **Service Agreement No. 022514-1**, was executed on September 29, 2015 and served to increase the original contract amount of Twenty Thousand dollars and no/100's ($20,000.00) by Two Thousand dollars and no/100's ($2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and no/100's ($22,000.00), ***if needed***, through October 13, 2015.

The contract will expire on October 13, 2015. Per Article 10 – Term, Gila County shall have the right, at its sole option, to renew the contract for three additional one-year periods. Gila County wishes to exercise the right to renew the contract for one additional one-year period.

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2015 to October 13, 2016 term exceed Twenty Thousand dollars and no/100's ($20,000.00), without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2015 to October 13, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 20TH day of OCTOBER, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 10/20/15

MESSINGER MORTUARY & CHAPEL, INC.:

Signature

Joseph A Leaser

Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 100915-1

EMERGENCY REPAIR-ENGINE OVERHAUL ON CATERPILLAR D7R CRAWLER
FOR
RECYCLING AND LANDFILL MANAGEMENT

THIS AGREEMENT, made and entered into this 20TH day of OCTOBER, **2015,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Empire Southwest, LLC., of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Gila County Recycling and Landfill Manager** or designee.

This contract is being issued pursuant to A.R.S. §41-2537 Emergency Procurements. Due to ADEQ Requirements and the Code of Federal Regulations 258.21 Cover Material Requirements, the owners or operators of all Municipal Solid Waste Landfill Facility units must cover disposed solid waste with six inches of earthen material at the end of each operating day, or at more frequent intervals if necessary, to control disease vectors, fires, odors, blowing litter, and scavenging. The D7R Crawler is a vital piece of equipment for the landfill to fulfill these requirements and contain any possible health risks on a daily basis.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 100915-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 100915-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 100915-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or

more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to

provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and expires forty-five (45) days after D7R Crawler is delivered to Empire Southwest, LLC.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$43,736.42**, without prior written approval from the County, for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS THEREOF, Two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

EMPIRE CAT SOUTHWEST, LLC

Authorized Signature

John Helms, VP/CFO

Print Name

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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	24806 D
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/08/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/07/2015
REVISION TITLE	40% off engine recondition

SOLD TO
GILA COUNTY PAYSON MAINT
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
STAR VALLEY AZ 85541

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

****
THANK YOU FOR CHOOSING THE EMPIRE SERVICE
SOLUTION, WE VALUE YOUR BUSINESS.
****

09 REMOVE & INSTALL RADIATOR
REMOVE AND INSTALL RADIATOR CORES FOR CLEAN AND TEST
MISC CHARGES FOR VENDOR CLEAN AND TEST.

TOTAL PARTS	687.22
TOTAL LABOR	1314.00
TOTAL MISC	650.00
SEGMENT 09 TOTAL	2651.22

10 REMOVE & INSTALL ENGINE
REMOVE AND INSTALL ENGINE AND TORQUE CONVERTER FOR RECONDITION

TOTAL PARTS	954.22
TOTAL LABOR	5475.00
TOTAL MISC	0.00
SEGMENT 10 TOTAL	6429.22

12 RECONDITION ENGINE
ESTIMATE REFLECTS 40% OFF PARTS PER MARKETING PROGRAM FOC-ENG-1440 3.0

ESTIMATE IS BASED ON RECONDITION AVERAGES OF A RUNNING, NON-FAILED 3176 ENGINE.
A FIRM REBUILD QUOTE CAN BE PROVIDED AFTER THE ENGINE IS DISASSEMBLED.
NEW PARTS INSTALLED:
• AIR FILTERS• ALL SOFT HOSES
• BREATHER• CAMSHAFT BEARINGS
• CONNECTING ROD BEARINGS
• EXHAUST STUDS• FAN BELTS
• FRONT & REAR CRANKSHAFT SEALS
• HAND PRIMING PUMP (IF MOUNTED ON ENGINE)
• LIFTER CLIPS• OIL, OIL FILTERS, FUEL FILTERS
• REQUIRED GASKETS & SEALS• SENSORS & SWITCHES
• TEMPERATURE REGULATOR• THRUST BEARINGS &

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ESTIMATE NUMBER	24806 D
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/08/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/07/2015
REVISION TITLE	40% off engine recondition

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

CRANKSHAFT BEARINGS.
• CYLINDER HEAD(S): INCLUDES VALVE GUIDES, EXHAUST VALVES, INTAKE VALVES, ROTATORS, SPRINGS SEATS)
• CYLINDER LINER PACKS: INCLUDES LINER, PISTON, RINGS, WRIST PIN & CONNECTING ROD
• ENGINE OIL COOLER• FAN DRIVE• FUEL INJECTION PUMP • FUEL INJECTORS• GOVERNOR• OIL PUMPS
• TIMING ADVANCE• TURBOCHARGER(S): INCLUDES REBEARING & RESEAL,
CLEAN HOUSINGS, NEW GASKETS, SEALS & BOLTS.
OR A CAT REMANUFACTURED CARTRIDGE WHERE AVAILABLE.
• WATER PUMP

INSPECT OR TEST:
THESE ITEMS ARE ADDITIONAL TO
THE COST OF RECONDITION IF THEY DO NOT MEET CAT REUSE GUIDELINES:
• STARTER & ALTERNATOR
• CAMSHAFT, CAMSHAFT ROLLERS & FOLLOWERS
• CRANKSHAFT (INSPECT & POLISH) • CYLINDER BLOCK
• ENGINE MOUNTS• FUEL INJECTION LINES
• HEAT SHIELDS• PISTON SPRAY TUBES
• PULLEYS & DAMPER• GEARS
• RING GEAR• ROCKER ARM ASSEMBLY
• SPACER PLATE & LINER PROTRUSION
• STARTER & ALTERNATOR
• TRANSMISSION & OTHER ATTACHED OIL COOLER
• VIBRATION DAMPER• WIRE HARNESS

TOTAL PARTS	19800.11
LESS 40 % PARTS	-7920.04
TOTAL LABOR	11169.00
TOTAL MISC	1225.00
SEGMENT 12 TOTAL	24274.07

13 MACHINE/GRIND/MILL ENGINE
THIS SEGMENT IS AVERAGE MACHINE SHOP WORK TO THE BLOCK.

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ESTIMATE NUMBER	24806 D
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/08/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/07/2015
REVISION TITLE	40% off engine recondition

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
			TOTAL PARTS	0.00
			TOTAL LABOR	438.00
			TOTAL MISC	25.00
			SEGMENT 13 TOTAL	463.00

14 HARD PARTS ENGINE

THIS SEGMENT IS FOR A CRANKSHAFT.

ESTIMATE REFLECTS 40% OFF PARTS PER MARKETING PROGRAM FOC-ENG-1440 3.0

1	0R-8195	CRANKSFT AS	5,423.70	5,423.70
1		CORE DEPOSIT	1,019.68	1,019.68
-1		CORE RETURN	1,019.68	-1,019.68
			TOTAL PARTS	5423.70
			LESS 40 % PARTS	-2169.48
			TOTAL LABOR	0.00
			TOTAL MISC	0.00
			SEGMENT 14 TOTAL	3254.22

28 RECONDITION TORQUE CONVERTER

RECONDITION: COMPLETE TEARDOWN, INSPECTION OF ALL PARTS AND REUSE GUIDELINES APPLIED. ALL BEARINGS, SEALS, AND GASKETS ARE REPLACED.
COMPONENT IS REASSEMBLED AND TESTED.

MISC. CHARGES REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE WORK.

TOTAL PARTS	2765.12
TOTAL LABOR	1752.00
TOTAL MISC	1200.00
SEGMENT 28 TOTAL	5717.12

30 CLEAN POWER TRAIN OIL

CLEAN OUT POWERTRAIN OIL SYSTEM

REPLACE POWERTRAIN FILTERS

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ESTIMATE NUMBER	24806 D
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EXPIRATION DATE	11/07/2015
REVISION TITLE	40% off engine recondition

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
		REPLACE PT OIL		
		CLEAN ALL HOSES AND LINES		
		DISASSEMBLE AND CLEAN BRAKE VALVE		
			TOTAL PARTS	1745.76
			TOTAL LABOR	2190.00
			TOTAL MISC	0.00
			SEGMENT 30 TOTAL	3935.76
		9W CLEAN MACHINE		
			TOTAL PARTS	0.00
			TOTAL LABOR	657.00
			TOTAL MISC	0.00
			SEGMENT 9W TOTAL	657.00
		PC DOCUMENTATION PAPERWORK .		
		20% PARTS CREDIT FOR ENGINE REBUILD		
			TOTAL PARTS	0.00
			TOTAL LABOR	0.00
			TOTAL MISC	-5190.48
			SEGMENT PC TOTAL	-5190.48

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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	24806 D
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EXPIRATION DATE	11/07/2015
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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

ENVIRON. FEE	0.00
STATE/COUNTY TAX	1,209.36
CITY/OTHER TAX	335.93
TOTAL ESTIMATE	43,736.42
EXPIRATION DATE	11/07/2015

Client Approval: _____ _____

Signature Date

CONDITIONS:
CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 080615-2
RELOCATION OF TWO CONEX BOXES
DIVISION OF PUBLIC HEALTH AND EMERGENCY SERVICES

THIS AGREEMENT, made and entered into this 27TH day of OCTOBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and South West Mobile Storage Inc., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Division of Public Health and Emergency Services** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 080615-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 080615-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 080615-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent

the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through November 1, 2015.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $1,350.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 080615-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 10/27/15

SOUTH WEST MOBILE STORAGE INC.

Signature

CLIFF WRIGHT

Print Name

REQUEST FOR QUOTE NO. 080615-2
GILA COUNTY

TRANSPORT TWO CONEX BOXES

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of moving two Conex boxes. Both are to be moved from the Landfill to the locations shown under the Scope of Work. Both Conex boxes have been emptied.

Location for pick up:
Russell Gulch Landfill (See Map A)
5891 Hope Lane
Globe, AZ 85501

Scope of Work and Specifications:

- Move empty Conex Box #8, size 40'x8'x8.6", from 5891 Hope Lane, Globe, AZ (Map A) to 5515 S. Apache Avenue, Globe, AZ. (Map B) to the last spot in the parking lot. Transport truck will need to back all the way in from front parking lot. Approximately 1.53 miles.
- Move empty Conex box #9, size 40'x8'x8.6', from 5891 Hope Lane Globe, AZ (Map A) to 700 W. Shelter Lane, Globe, AZ (Map C) next to Animal Control Building. Approximately 9 miles.
- See attached maps.

QUOTE DUE DATE: Please email or fax quote by, 12:00 P.M. on September 7, 2015 to, Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: Southwest Mobile Storage

Contractor Address: 902 S. 7th St Phoenix AZ 85034

Contractor Phone #: 602 257 4484 Email Address: cliff.w@swmobilestorage.com

Contractor Signature: Cliff Wright

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST $ 1350.00 (TAXES INCLUDED)

MATERIAL COST $ N/A (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

AMENDMENT NO. 1 to SERVICE AGREEMENT NO 102714

The following amendments are hereby incorporated into the agreement for the below project

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SERVICE AGREEMENT NO. 102714
HVAC REPAIR AND MAINTENANCE-COPPER REGION

KWIK KOOL REFRIGERATION

Effective December 10, 2014 Gila County and Kwik Kool Refrigeration entered into a contract whereby Kwik Kool Refrigeration agreed to provide HVAC Repair and Maintenance in Southern Gila County.

The contract expires December 09. 2015. Per page 6-Article 14, Term of the contract, the County shall have the right at its sole option to renew the contract for two (2) additional one (1) year periods.

AMENDMENT NO. 1 to **Service Agreement No. 102714**, will serve to will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from December 10, 2015 to December 09, 2016.

The contractor will continue to bill for services pursuant to Attachment "A" of the original Service Agreement but in no event shall charges for the December 10, 2015 to December 09, 2016 term exceed Four Thousand Five Hundred dollars and no/100's ($4,500.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the December 10, 2015 to December 09, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 27TH day of OCTOBER, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 10/27/15

KWIK KOOL REFRIGERATION:

Signature

Kenneth W. Crick

Print Name

smiths detection
bringing technology to life
Gina Novotny
Service Sales Agent
2202 Lakeside Blvd
Edgewood, MD 21040
Phone:(410)612-2620 Fax:(410) 510-9500
Gina.Novotny@smithsdetection.com

SERVICE AGREEMENT

This service agreement is by and between the following parties.

BUYER		
	Company **Gila County**	Contact **Jeannie Sgroi**
	Address **1400 East Ash Street**	Telephone **928.402.8612**
	Globe, AZ 85501	Facsimile
		Email **dsgroi@gilacountyaz.gov**

SELLER		
	Company **Smiths Detection, Inc**	Contact **Gina Novotny**
	Address **2202 Lakeside Blvd**	Telephone **410-612-2620**
	Edgewood, MD 21040	Facsimile **410-510-9500**
		Email **Gina.novotny@smithsdetection.com**

For the period beginning **10/01/15** and ending **09/30/19**, Smiths Detection will provide parts and/or service as described herein. All applicable service for the equipment specified below shall be provided during Smiths normal working hours as requested by the Buyer, unless Agreement provisions stipulate otherwise.

Agreement Type	On-Site
Price, Duration, and Payment Terms	Price $17,423.16 Duration: as shown above (4 years) Payment Terms: Net 30 Days- Annual Payments
Coverage Type	On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays

Covered Equipment	Serial Number(s)
HS 6040i	132393

Agreement does not include service required for: moving unit, damage caused by external sources or acts of God; Buyer's negligence or abuse; special modifications; damage to equipment which has been dropped, bumped, abused by Buyer or for any damage caused by Buyer other than ordinary use.

Smiths shall not be liable for special or consequential damages of any nature arising out of or with respect to any items or services sold, delivered, rendered, or any failure to meet delivery schedules unless those damages are caused through the fault or negligence of Smiths.

Estimated sales tax is included in this agreement and will be added to the invoice. If you are tax exempt, please provide an exemption certificate and sales tax will be omitted.

Smiths Detection, Inc.

SIGNATURE

By: Danyel DeVoe

Title: Service Sales Manager

Date: 10/19/15

(Buyer)

SIGNATURE

By: DON E. MCDANIEL, JR.

Title: COUNTY MANAGER

Date: 10-28-15

This Agreement shall become effective when signed by authorized officials of both parties – Price valid for 90 Days

smiths detection
bringing technology to life
Gina Novotny
Service Sales Agent
2202 Lakeside Blvd
Edgewood, MD 21040
Phone:(410)612-2620 Fax:(410) 510-9500
Gina.Novotny@smithsdetection.com

SERVICE AGREEMENT TYPES

PRIORITY ON-SITE SERVICE AGREEMENT
- ✓ On-Site Service Coverage – Extended Hours, evenings and weekends
- ✓ Typical Response Time; within 24 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ One Annual Preventative Maintenance check. Complete operational and calibration procedure performed
- ✓ Preferred Customer Status – 25% Discount on Instructor Led Training

ON-SITE SERVICE AGREEMENT
- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ One Annual Preventative Maintenance check, Complete operational and calibration procedure performed
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

PARTS-ONLY SERVICE AGREEMENT
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Same day shipment of most parts needed
- ✓ Freight out expense included (freight in to be covered by the customer)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 10% Discount on Instructor Led Training

DEPOT REPAIR SERVICE AGREEMENT
- ✓ Repairs performed at Service Depot
- ✓ Freight out expense included (freight in to be covered by the customer)
- ✓ Includes all Labor required
- ✓ Covers all parts
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 20% Discount on Instructor Led Training
- ✓ Loaner option available at additional cost

SHARED-SERVICE AGREEMENT
- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays
- ✓ Lower up-front cost since each service occurrence is subject to a deductible
- ✓ After the deductible, includes all Labor, Travel Time & Expenses and Replacement Parts required (x-ray tube/generator included)
- ✓ One Annual Preventative Maintenance check (subject to deductible)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

FIXED RATE REPAIRS
- ✓ On-Site Service Coverage – 8:00am – 5:00pm, Monday-Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 10% Discount on Instructor Led Training

PAYMENT
- **Payment terms are Net 30 Days from the date of receipt of the invoice.** Applicable state and local taxes are included in the price specified on this Agreement and will be added to all invoices. *Please make all checks payable to:* Smiths Detection or contact your representative for electronic transfer details.

MISCELLANEOUS
- All service shall be performed between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, exclusive of Smiths' published holidays, unless work outside these hours is approved in advance by Smiths or where the customer will be responsible for payment at the then-current Smiths billable rates.
- Unless otherwise noted, the prices specified are for equipment coverage for 12 months.
- If the equipment is not currently covered by a Smiths Service Agreement, equipment must be inspected by an authorized Service representative and must be deemed in good working condition. We will only offer coverage to units which are in good working order.
- Replacement parts may be new or refurbished and carry a ninety (90) day warranty or the remainder of the coverage of the Service Agreement, whichever is longer.
- SMITHS DETECTION reserves the right to refuse coverage of any unit for any reason.
- Service Agreements which have been priced at the Multi-System or Multi-Year discount shall revert to the full, non-discounted price should an interruption of the Agreement occur.
- Cancellation Policy; 1) If this Service Agreement is cancelled by the customer, without cause, a 25% cancellation fee will be charged. 2) If no service has been provided, a refund will be prorated from the cancellation notification date and will **not** be subject to the 25% cancellation fee. 3) If service has been provided, the greater of the following amounts shall be the customer's responsibility; (a) The prorated amount of the contract or (b) The value of all service rendered to include all parts, labor, travel and expenses during contract term. The prices for parts and labor are calculated using Smiths standard T&M rates while the prices for travel and expenses are calculated at actual cost. A 25% cancellation fee applies to both 3a and 3b. This cancellation policy only applies to prepaid services and does not apply to Fixed Rate Repairs.
- Any on-site vendor, authority or other location fees shall be borne by Buyer.
- This Service Agreement does not cover products that have been highly contaminated by foreign substances. Products returned to Smiths Detection for repair are assumed to be free of contamination. If any product is believed to be contaminated, it is the customer's responsibility to have the product decontaminated prior to returning the product to Smiths.
- Buyer agrees to accept all responsibility for ensuring the safe and timely return of any loaner equipment provided under this agreement. The Products must be returned to Smiths Detection as of the date specified in the agreement or immediately upon request from Smiths Detection. Customer shall be charged current pricing in effect for Products not received at Smiths Detection's designated facility within ten (10) days of the date agreed to. Customer shall be responsible for any damage or loss to the Products, normal wear and tear excepted. The Products must be returned to Smiths Detection in the proper packaging to avoid damage during shipping.
- Smiths Detection terms and conditions as of October 01, 2015, are hereby incorporated into this quotation and any purchase order that may result from this quotation will be in acceptance with these terms and conditions except that the agreement between the parties will be governed by the laws of the State of Arizona and that the parties agree and any legal action to enforce any provision of this agreement will be subject to the exclusive jurisdiction of the state and federal courts of Arizona. Smiths Detection terms and conditions are located at the following Smiths Detection Website: www.smithsdetection.com/US_terms_conditions.php.

ATTACHMENT "A" to SERVICE AGREEMENT

FOR SMITHS DETECTION HI-SCAN 6040i X-RAY INSPECTION MACHINE
SERIAL NUMBER 132393

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

Smiths Detection

Individual Authorized to Sign

Daniel DeVoe
Print Name

Service Sales Manager
Title

10/19/15
Date

CABLE ONE® BUSINESS

Addendum to Gila County Government

This Addendum Dated October 21st, 2015 modifies the agreement dated the 16th day of November, 2010 by and between Cable One, Inc. ("Cable One") Located at 210 East Earll Drive, Phoenix, AZ 85012 and Gila County Government ("Subscriber") located at 1400 E. Ash Street, Globe, AZ 85501.

Without change to any other terms of the Agreement, this Addendum will modify the term from 12 months to a month to month term.

All other Terms & Conditions of the original Service Agreement between Cable One, Inc. and Gila County Government will continue without change.

Gila County Government:

By: _____

Printed Name: DON E. MCDANIEL, JR.

Title: COUNTY MANAGER

Address: 1400 E. ASH STREET
GLOBE, AZ 85501

Phone: 928-425-3231

Date: 10/26/15

CABLEONE, INC.

By: _____

Printed Name: Mike Bowker

Title: SVP

Address: 210 E Earll Drive
Phoenix, AZ 85012-2626

Phone: (602) 364-6000

Date: 10-21-2015

AMENDMENT NO. 1 TO SERVICE AGREEMENT NO. 092215-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

MAJOR REHABILITATION PROJECT HH#10435

COMMUNITY SERVICES-HOUSING

Effective September 23, 2015, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials to perform the scope of work as bid on Major Rehabilitation Project HH#10435, in the amount of $31,960.00.

During the course of the construction it was determined that the porch was a safety hazard due to leakage and weathered damage. Rodriguez Constructions, Inc. submitted a quote for the porch replacement in the amount of Three Thousand dollars and no/100's ($3,000.00). Community Services would like to increase the original contract amount of $31,960.00, by $3,000.00 for a new total contract amount of Thirty-four Thousand, Nine Hundred and Sixty dollars and no/100's ($34,960.00) to cover the cost of replacing the porch.

Amendment No. 1 to Service Agreement 092215-1 will serve to increase the contract amount by an amount of Three Thousand dollars and no/100's ($3,000.00) for a new total contract amount of $34,960.00.

Contractor will continue to bill for services pursuant to the Fee and Schedule of the original Service Agreement, but in no event shall charges for the September 23, 2015 to November 27, 2015 contract term exceed $34,960.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the September 23, 2015 to November 27, 2015 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 27TH day of OCTOBER, 2015.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.

Authorized Signature

Arturo Rodriguez

Print Name

RODRIGUEZ CONSTRUCTIONS INC.

PO Box 13
Miami, AZ 85539

Phone: 928-425-7244
Fax: 928-425-5337
rodriguezconst@hotmail.com

RES/COMM. LIC:
ROC247373K42
RES. LIC: ROC247371B
COMM. LIC: Roc247372 B-01

Invoice

Date	Invoice #
10/23/2015	3299

Gila County Housing
5515 South Apache Avenue
P. O. Box 1284
Globe, AZ 85502

Change Order #1
Rebuild front porch
HH 10435

Description	Qty	Rate	Amount
Rebuild front porch for HH 10435		3,000.00	3,000.00

Payments/Credits	$0.00
Balance Owed	$3,000.00

WE ACCEPT VISA AND MASTERCARD

OverDrive

OverDrive® Digital Library Reserve Order Form

Library Information	
Name of Library: Gila County Library District	
Address: 1400 East Ash	
City, State/Province, Postal Code: Globe, AZ 85501	Country: USA
Primary Contact	
Name: Jacque Griffin	Title: County Librarian
Telephone: 928.402.8770	Email: jgriffin@gilacountyaz.gov
Accounting Contact *(all invoices will be emailed to the contact listed below):*	
Name: Robert Mawson	Title: Senior Accountant
Telephone: 928.402.8745	Email: rmawson@gilacountyaz.gov
Bill To Address: SAME AS ABOVE	
City, State/Province, Postal Code:	Country:

☑ OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

OverDrive Content Service Plan Fee Schedule

My Library will be invoiced an **Annual Fee of $** 10,000 (USD) within thirty (30) days from the Effective Date of this Order Form. The Annual Fee includes an allocation of $ 7,000 (USD) to use toward the selection of Digital Content. All payments due to OverDrive under this Agreement are due within thirty (30) days of presentation of invoice.

In addition to the Annual Fee, Library requests to be invoiced in the amount of **$**_____ to be put on deposit with OverDrive for future content purchases.

OverDrive Terms and Conditions:

The Term of this Agreement shall be for **four (4) years** from the Effective Date.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Access Agreement, the terms of which are attached hereto and incorporated herein.

Acknowledgement and Acceptance:

On behalf of my Library, I represent and warrant that I have the authority to enter into this Agreement and my signature below indicates my Library's agreement and acceptance of the OverDrive Digital Library Reserve Access Agreement.

By (signature) _____ Title County Manager

Name (Print) Don E McDaniel Jr Effective Date 10/28/15

OverDrive Digital Library features included with Annual Fee:

Collection
Annual Collection Credit
More than 20,000 classic eBooks from Project Gutenberg – free
Web-based staff training to use collection development tools in OverDrive's Marketplace catalog of 700,000+ popular & educational eBooks, audiobooks, music & video
Services
Library-branded website plus system-wide updates
Authentication options
Web-based staff training – lead by expert trainer (live)
Web-based staff training – access to online Learning Center (recordings)
Reporting module
Customizable marketing resources to promote service to staff and community both inside & outside the library
Secondary-level user support
Technology
OverDrive Media Console™ apps for eBooks, audiobooks, music, video
Support for Kindle® (US only), NOOK™ and iPad®, plus all major devices
Configuration and license fee
Third-party licenses for digital rights management
Maintenance, hosting & support services
Bandwidth for all downloads

Please complete this order form and return by fax to +1 216-573-6889 or email to sales@overdrive.com.

Thank you for your order!

OverDrive Digital Library Reserve Access Agreement

Gila County Library District

1. Digital Library Reserve Application Services

1.1 OverDrive will create and host a Library Website for Library's use of the Application Services. OverDrive shall provide the Application Services to the Library under the terms of the Order Form and this Access Agreement (collectively referred to as the "Agreement").

1.2 OverDrive shall create an account in OverDrive's content selection platform, OverDrive Marketplace, for Library to select Digital Content to make available at the Library Website to Authorized Patrons and to access reports.

1.3 OverDrive will use commercially reasonable efforts to make the Application Services perform substantially in accordance with the terms herein. From time to time, OverDrive may make modifications or updates to the operation, performance, or functionality of the Application Services as it sees fit or as required by OverDrive's suppliers. Library may be required to complete additional forms, documents or other associated materials provided by OverDrive. Library shall use commercially reasonable efforts to complete the documents in a timely manner.

1.4 OverDrive will use commercially reasonable efforts to provide Secondary Support to Library.

1.5 OverDrive shall have sole discretion to approve any and all libraries that seek to participate in Library's DLR Service, as well as approve any other terms and conditions related to such expansion of the DLR Service to additional libraries. OverDrive shall have sole discretion to honor any prior version of an order form, participation form or related material completed by Library. OverDrive may require Library to complete an updated version of the same.

1.6 If Library seeks a modification of the Application Services or integration of the Application Services beyond those offered on the Order Form, the Parties shall cooperate to agree on the specifications for the additional services and any associated terms and conditions.

1.7 Nothing under the Agreement grants any right to Library to the use of, or access to, any Application Services source code. Library does not have the right to reproduce the Application Services, to distribute copies or versions of any modules of the Application Services to any third parties including its Authorized Patrons, or to make and/or sell variations or derivative works of the Application Services. Sole ownership of copyrights and other intellectual proprietary rights shall remain solely with OverDrive or its suppliers. OverDrive reserves the right, at its sole discretion, to display its branding, trademarks, logos, and/or third party marketing or promotional materials on the Library Website.

2. Library Website

2.1 Library shall use commercially reasonable efforts to ensure that use of the Applications Services, the Library Website and the Digital Content are in compliance with this Agreement and with permitted uses as communicated by OverDrive to Library. Library shall use commercially reasonable efforts to prevent unauthorized use of the Digital Content from OverDrive by their users and Authorized Patrons.

2.2 OverDrive grants the Library and Authorized Patrons a non-assignable, non-transferable, limited license to use the Digital Content provided by OverDrive's suppliers for personal, non-commercial use.

Authorized Patrons and/or Library may access and/or download, the Digital Content:

(a) On Library-issued devices or computers with exclusive and individual unique user accounts;

(b) On Library-issued devices which are circulated in accordance with the OverDrive Test Drive program;

(c) On Authorized Patrons personal devices directly;

(d) On shared Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and

(e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

2.3 Library shall reasonably cooperate with OverDrive to limit access to the DLR Service to end users who are Authorized Patrons. In the event Library desires to provide access to the DLR Service to users other than Authorized Patrons, OverDrive reserves the right to limit availability of certain Digital Content, as may be required by supplying publishers. Online library card applications, with or without fees, that provide access, temporary or permanent, to the DLR Service to users who do not otherwise qualify as Authorized Patrons shall not be permitted.

2.4 Library represents and warrants that it will not make any representations or create any warranties, expressed or implied, concerning the Application Services and Digital Content, and will take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Agreement.

2.5 Library agrees to perform Primary Support for its Authorized Patrons, unless Library has completed the Front Line Tech Support Order Form and paid for Front Line Tech Support services. OverDrive will provide Library with training and documentation for Library's provision of Primary Support. Library will cooperate with OverDrive to implement customer support practices recommended by OverDrive, including but not limited to directing Authorized Patrons to OverDrive-supplied FAQs and support pages on its Library Website.

2.6 Library shall not access the Application Services in a manner not explicitly permitted by the Agreement, including but not limited to scraping the Library Website and/or web traffic or data to and from the Library Website, intercepting, redirecting, capturing or holding OverDrive-initiated email or other electronic communications, nor shall it allow any third party to access the Application Services in a manner as described in this paragraph.

2.7 OverDrive may employ commercially reasonable efforts to monitor and maintain the availability of its Application Services, including review of traffic for request volume levels, unusual behaviors or patterns, attempts to create a denial of service response, and/or excessive or abusive usage as determined by OverDrive, in its sole discretion.

3. Payments

3.1 Library shall make payment to OverDrive for all Application Services fees and Digital Product costs according to OverDrive within thirty (30) days from Library's receipt of valid invoice. OverDrive, in its sole discretion, may require payment by Library of any initial or outstanding invoices before OverDrive will set the DLR Service live. In the event of Library's late or non-payment of any and all amounts due to OverDrive for Application Services fees and cost of Digital Content, OverDrive may suspend access to the Application Services until such time as Library's account becomes current, or in OverDrive's sole discretion, terminate access to the Application Services.

3.2 This Agreement is a commitment of the current revenues of the Library. If Library's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Library shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by Library's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive services provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

4. Term and Termination

4.1 The Term of the Agreement shall be governed by the OverDrive Digital Library Reserve Order Form between OverDrive and Library.

4.2 Either party shall have the right to terminate this Agreement as a result of a material breach of the Agreement by the other party that is not cured within thirty (30) days after written notice of such breach.

4.3 Upon termination of this Agreement, the access granted to Library by this Agreement shall be terminated immediately and Library shall make no further use of all or any part of the Application Services, or any confidential information received from OverDrive.

5. Warranties

5.1 The parties represents and warrants to that each has the necessary permissions, ownership and intellectual property rights and licenses related to performance under this Agreement.

5.2 THE WARRANTIES SET FORTH UNDER THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OVERDRIVE BE LIABLE TO LIBRARY OR ITS AUTHORIZED PATRONS AND OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE APPLICATION SERVICES, OR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT OR OPPORTUNITY, LOSS OF USE OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE OR USE OF THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE UNDER THIS AGREEMENT.

6. General Terms

6.1 Confidential Information. The parties acknowledge that each will receive confidential information from the other relating to the Application Services, technical and operational affairs of the other. Subject to any state and/or federal laws and regulations permitting public access to documents and information that are considered public, each party agrees that all confidential information of the other party shall be held in confidence and shall not be disclosed to any third party. Library shall not share its passwords and login credentials of Library's account in OverDrive's content selection portal with anyone, including any third party. Library shall take reasonable steps to prevent unwarranted intrusion into such information.

6.2 Taxes. Library shall at its own expense comply with all applicable laws in connection with the use of the Application Services. The payment obligations under this Agreement are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Application Services.

6.3 No Waiver. The failure of either party to exercise any right or the waiver of either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

6.4 Notice. All notices required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to OverDrive at its' current address, Attention: General Counsel or addressed to Library at the address provided on the Order Form, Attention: Primary Contact (as designated on the Order Form), or as otherwise agreed by the parties.

6.5 Assignment. OverDrive may assign this Agreement. This Agreement may not be assigned by Library, nor any duty hereunder delegated by Library without the prior written consent of OverDrive, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

6.6 Entire Agreement. The Order Form and this Access Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and proposals, oral or written. Section headings are provided for convenience purposes only and

do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. OverDrive may modify the Order Form and Access Agreement from time to time.

6.7 All Disputes Arising From the Agreement. This section intentionally deleted.

6.8. Cancellation of political subdivision and state contracts; definition (Arizona Revised Statute 38-511)

A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

B. Leases of state trust land for terms longer than ten years cancelled under this section shall respect those rights given to mortgagees of the lessee by section 37-289 and other lawful provisions of the lease.

C. The cancellation under this section by the state or its political subdivisions shall be effective when written notice from the governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time.

D. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.

E. In addition to the right to cancel a contract as provided in subsection A of this section, the state, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract.

F. Notice of this section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party.

G. For purposes of this section, "political subdivisions" do not include entities formed or operating under title 48, chapter 11, 12, 13, 17, 18, 19 or 22.

6.9 The Legal Arizona Workers Act Compliance is incorporated herein and attached hereto as Attachment "A".

7. Definitions

As used throughout the Agreement, the following definitions shall apply:

7.1 "Application Services" or "DLR Service" shall mean the Library Website and digital content distribution service provided to Library, which utilize OverDrive® and other third party technologies and services.

7.2 "Authorized Patron(s)" shall mean those individuals who provide proof of residency, ownership of property, employment, or enrollment in school or similar institution in the Library's service area and which the Library authorizes to download and/or access Digital Content from the Library Website or otherwise utilize the Application Services.

7.3 "Digital Content" shall mean the digital titles (e.g. eBooks, audiobooks, music and video) made available from OverDrive at the Library Website.

7.4 "Library" shall mean the organization or entity identified in the Library Information section of the Order Form.

7.5 "Library Website" shall mean the Internet-based application hosted and operated by OverDrive that provides Authorized Patrons access to Digital Content.

7.6 "Order Form" shall mean the OverDrive Digital Library Reserve Order Form completed by the Library.

7.7 "OverDrive" shall mean: OverDrive, Inc., a Delaware Corporation, and its subsidiaries and affiliates.

7.8 "Primary Support" shall mean the services provided by Library to its Authorized Patrons for its day-to-day help, support, technical aid and other assistance for their use of the Library Website and Digital Content.

7.9 "Secondary Support" shall mean the technical support services provided by OverDrive to Library in the English language, including reasonable efforts to assist Library in providing Primary Support.

ATTACHMENT "A"

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

OverDrive Inc.

Signature of Authorized Representative

ARF-3475 **Executive Session Item** **8. A.**

Regular BOS Meeting

Meeting Date: 11/17/2015

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Athena Gooding, Legal Secretary, Lead, County Attorney

Department: County Attorney

Information

Request/Subject

The Gila County Attorney's Office requests the board of supervisors consider its position and instruct its attorneys regarding SATR Holdings, LLC, vs. Gila County.

Background Information

SATR Holdings, LLC owns property in Gila County. SATR Holdings, LLC was dissatisfied with the Gila County Assessor's valuation of some of its properties; it exhausted its administrative remedies and then filed suit against Gila County in the Arizona Tax Court.

Evaluation

The Gila County Attorney's Office has had settlement discussions with the attorney for SATR Holdings. LLC, and needs the board to consider the matter and give it instructions regarding the board's position regarding the litigation and settlement discussions.

Conclusion

The Gila County Attorney's Office requires the board's direction regarding litigation and settlement discussions in SATR Holdings, LLC, vs. Gila County.

Recommendation

The Gila County Attorney's Office recommends that the board of supervisors vote to go into executive session, under A.R.S. Section 38-431.03(A)(3)-(4), to receive legal advice from its attorneys and to consider its position in SATR Holdings, LLC vs. Gila County, and instruct its attorneys regarding the litigation and settlement negotiations. The Gila County Attorney's Office further recommends that the board vote to reconvene in a public meeting for the purpose of discussing the matter, deliberating on it, and take action regarding it.

Suggested Motion

Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding TX 2013-000185 the SATR Holdings LLC v. Gila County and consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after adjourning from executive session, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session. **(Jeff Dalton)**

Attachments

No file(s) attached.